

SOLICITATION/CONTRACT ORDER FOR COMMODITIES				OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30		01-03SQ30289.000		12							
2. CONTRACT NO. DE-AM01-03SQ30289		3. AWARD/EFFECTIVE DATE MAY 30 2003		4. ORDER NO.		5. SOLICITATION NO. NOT APPLICABLE		6. SOLICITATION ISSUE DATE N/A							
7. FOR SOLICITATION INFORMATION CALL		a. NAME Patrick A. Thornton				b. TELEPHONE NO. (No collect calls) 202-287-1532		8. OFFER DUE DATE/LOCAL TIME N/A							
9. ISSUED BY US DEPARTMENT OF ENERGY Office of HQ Procurement Services Operations Branch A-1/ME-641.1 1000 Independence Avenue, SW Washington, DC 20585				CODE D3		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED SET ASIDE: ____ % FOR XX SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS 8(A) Native Alaskan/Tribal		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS Net 30					
								<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER N/A UNDER DPAS (15 CFR 700)							
								13b. RATING N/A							
								14. METHOD OF SOLICITATION N/A <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP							
15. DELIVER TO US Department of Energy, 19901 Germantown Road, Attn: IM-12/Barbara Griffin, Germantown MD 20874. Ph.(301) 903-0263				CODE MA-541		16. ADMINISTERED BY Same as Block 9.				CODE A103					
17a. CONTRACTOR OFFEROR Oracle Corporation 1910 Oracle Way/Mark Eisel Reston VA 20190 TIN: 94-2871189 Ph. (703) 364-2320 fax (703) 318-6343				CODE		18a. PAYMENT WILL BE MADE BY U.S. DEPARTMENT OF ENERGY ACCOUNTS PAYABLE DIVISION, PO BOX 500 GERMANTOWN, MD 20875-5000 (301) 903-4340, fax (301) 903-5977				CODE CR-54					
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER						18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM									
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES				21. QUANTITY		22. UNIT		23. UNIT PRICE		24. AMOUNT			
		The Contractor shall provide the proprietary computer software and related support set forth in the Schedule to the Dept. of Energy, as directed by individual Delivery Orders issued under this IDIQ contract. Period of Performance: May 30, 2003-May 29, 2008. <i>(Attach Additional Sheets as Necessary)</i>										\$50,000,000.00 Not-to-Exceed Ceiling			
ACCOUNTING AND APPROPRIATION DATA: Obligations will by individual Delivery Order										26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$ -0-					
27a. ____ SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ____ ARE ____ ARE NOT ATTACHED.															
27b. X -CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA X ARE ____ ARE NOT ATTACHED.															
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. <input checked="" type="checkbox"/>										29. AWARD OF CONTRACT: REFERENCE OFFER DATED ____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: <input type="checkbox"/>					
30a. SIGNATURE OF OFFEROR/CONTRACTOR <i>Ann M. Rawding / Oracle Corporation</i>										31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) <i>Patrick A. Thornton</i>					
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) Ann M. Rawding Director				30c. DATE SIGNED May 30, 2003		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Patrick A. Thornton				31c. DATE SIGNED MAY 30 2003					
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED										33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. VOUCHER NUMBER		35. AMOUNT VERIFIED CORRECT FOR	
32b. SIGNATURE OF AUTHORIZED GOVT				32c. DATE		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				37. CHECK NUMBER					
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT										38. S/R ACCOUNT NO.		39. S/R VOUCHER NO.		40. PAID BY	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER										42a. RECEIVED BY (Print)		42b. RECEIVED AT (Location)			
										42c. DATE REC'D (YYMMDD)		42d. TOTAL CONTAINERS			

AUTHORIZED FOR LOCAL REPRODUCTION
Computer Generated

SEE REVERSE FOR OMB CONTROL
NUMBER AND PAPERWORK BURDEN STATEMENT

STANDARD FORM 1449 (10-9)
Prescribed by GSA - FAR (48 CFR) 63

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(JUL 2002)

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- B.2 Continuation of Block 15 – Deliver To:

U.S. Department of Energy
ATTN: IM-12/Barbara Griffin
19901 Germantown Road
Germantown MD 20874
Ph. (301) 903-0263/Fax (301) 903-4125

NOTE: Ms. Griffin is also designated as Contracting Officer Technical Representative (COTR) and Invoice Approving Official.

B.3 Continuation of Block 16 – Administered By:

U. S. Department of Energy
Office of Headquarters Procurement Services
Attn: ME-641.1/Patrick A. Thornton
1000 Independence Avenue, S.W.
Washington, DC 20585
Ph. (202) 287-1532/FAX (202) 287-1456/1457

B.4 Continuation of Block 18A – Payment Will Be Made By:

U. S. Department of Energy
Capital Accounting Center/Commercial Payments
P.O. Box 500
Germantown, Maryland 20875-0500
Phone: (301) 903-4340/FAX: (301) 903-5977

FUNDING. All funds shall be obligated on individual delivery orders. For Accounting and Appropriation Data, see the individual delivery orders. Note: Any other IM-12 Invoice Approving Official may act for the COR in the absence of the COR for invoice approval only; not as an alternate Contracting Officer's Representative.

B.5 Continuation of Blocks 19 Through 24 - Schedule of Supplies/Services, Quantity, Unit, Unit Price and Amount.

(1) SCHEDULE OF PRODUCTS AND PRICES

Item 1. Provide proprietary computer software, maintenance and other related support as set forth in Addenda 1, the Statement of Work and Addendum 2, Oracle Ordering Document/Product & Price Schedule, in response to delivery orders authorized under this contract by the Office of the Chief Information Officer (OCIO), DOE Headquarters, and issued by the DOE HQ Procurement Services Contracting Officer, or other DOE organizations authorized by the OCIO. Performance shall be in accordance with the terms of this contract and its Addenda as listed in Section D above.

Item 2. The Contractor shall provide quarterly reports to the Contracting Officer's Technical Representative (COTR) and the Contracting Officer tracking cumulative

contract sales value.

NOTE 1: For all delivery orders not authorized by the OCIO, and issued by the DOE HQ Contracting Officer, the Contractor is required to obtain written concurrence from the OCIO prior to acceptance of the delivery orders.

NOTE 2. In the event of conflicts between Addenda D.2 and/or D.3 and other provisions of this Master Contract, see the Order of Precedence in Clause C.1.(s) below.

B.6 CONTRACT PERIOD OF PERFORMANCE. The contract period of performance is five years from date of award, May 30, 2003-May 29, 2008 inclusive.

SECTION C CONTRACT CLAUSES

C.1 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (FAR 52.212-4) (FEB 2002)

(a) **Inspection/Acceptance.** The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights -

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) **Assignment.** The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Government-wide commercial purchase card), the Contractor may not

assign its rights to receive payment under this contract.

(c) **Changes.** Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) **Disputes.** This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) **Definitions.** The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) **Excusable delays.** The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice. (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by

Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and OMB prompt payment regulations at 5 CFR part 1315. If the Government makes payment by Electronic Funds Transfer (EFT), see 52.212-5(b) for the appropriate EFT clause. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
- (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) **Taxes.** The contract price includes all applicable Federal, State, and local taxes and duties.

(l) **Termination for the Government's convenience.** The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) **Termination for cause.** The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be

deemed a termination for convenience.

(n) **Title.** Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) **Warranty.** The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) **Limitation of liability.** Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) **Other compliances.** The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) **Compliance with laws unique to Government contracts.** The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, *et seq.*, Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) **Order of precedence.** Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The Master Contract, excluding Addenda D.2 and D.4;
- (2) The Assignments, Disputes, Payments, Invoice,

Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software, including Addenda D.2 and D.4.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments.

(9) The specification.

(End of clause)

C.2 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS (FAR 52.212-5) (APR 2003)

(a) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

(1) 52.222-1, Convict Labor (E.O. 11755).

(2) 52.213-3, Protest after Award (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components:

[*Contracting Officer shall check as appropriate.*]

[] (1) 52.201-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).

[] (2) 52.219-1, Notice of Total HUBZone Small Business Set-Aside (Jan 1999).

☐ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).

☐ (4)(i) 52.219-5, Very Small Business Set-Aside (Pub. L. 101-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

☐ (ii) Alternate I to 52.219-5.

☐ (iii) Alternate II to 52.219-5.

☐ (5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).

☐ (6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 617(d)(4)).

☐ (7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 617(a)(14)).

☐ (8)(i) 52.219-21, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub. L. 101-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

(ii)☐ Alternate I of 52.219-21.

☐ (9) 52.219-25, Small Disadvantaged Business Participation Program - Disadvantaged Status and Reporting (Pub. L. 101-355, section 7102, and 10 U.S.C. 2323).

☐ (10) 52.219-26, Small Disadvantaged Business Participation Program - Incentive Subcontracting (Pub. L. 101-355, section 7102, and 10 U.S.C. 2323).

☒ (11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999)

☒ (12) 52.222-26, Equal Opportunity (E.O. 11246).

☒ (13) 52.222-15, Equal Opportunity for Special Disabled

Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).

[X] (14) 52.222-16, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).

[X] (15) 52.222-17, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).

[X] (16) 52.222-19, Child Labor - Cooperation with Authorities and Remedies (E.O. 11126).

[] (17)(i) 52.221-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii)).

[] (ii) Alternate I of 52.221-9 (42 U.S.C. 6962(i)(2)(C)).

[X] (18) 52.225-1, Buy American Act--Supplies (41 U.S.C. 10a-10d).

[] (19)(i) 52.225-1, Buy American Act--North American Free Trade Agreement--Israeli Trade Act (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).

[] (ii) Alternate I of 52.225-1.

[] (iii) Alternate II of 52.225-1.

[] (20) 52.225-5, Trade Agreements (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

[] (21) 52.225-11, Restriction on Certain Foreign Purchases (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).

[] (22) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).

[] (23) 52.225-16, Sanctioned European Union Country Services (E.O. 12849).

[X] (24) 52.212-33, Payment by Electronic Funds Transfer - Central Contractor Registration (31 U.S.C. 3332).

[] (25) 52.212-34, Payment by Electronic Funds Transfer - Other than Central Contractor Registration (31 U.S.C. 3332).

[] (26) 52.212-36, Payment by Third Party (31 U.S.C. 3332).

[] (27) 52.219-1, Privacy or Security Safeguards (5 U.S.C. 552a).

[] (28) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).

[] (ii) Alternate I of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

[*Contracting Officer check as appropriate.*]

[] (1) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, *et seq.*).

[] (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

[] (3) 52.222-41, Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

[] (4) 52.222-44, Fair Labor Standards Act and Service Contract Act - Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 151, *et seq.*).

[] (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor

Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, *et seq.*).

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records - Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components -

- (1) 52.222-26, Equal Opportunity (E.O. 11246);
- (2) 52.222-15, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212);
- (3) 52.222-16, Affirmative Action for Workers with Disabilities (29 U.S.C. 793);
- (4) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. Appendix 1241 and 10 U.S.C. 2611) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64); and
- (5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, *et seq.*).

(End of clause)

E.1 OFFEROR REPRESENTATIONS AND CERTIFICATIONS-COMMERCIAL
ITEMS (FAR 52.212-3) (JUL 2002)

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Service-disabled veteran-owned small business concern"-

(1) Means a small business concern-

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 18 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.

"Veteran-owned small business concern" means a small business concern-

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern-

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 11 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

- [] TIN: [] .
- [] TIN has been applied for.
- [] TIN is not required because:
- [] Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
- [] Offeror is an agency or instrumentality of a foreign government;
- [] Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

- [] Sole proprietorship;
- [] Partnership;
- [] Corporate entity (not tax-exempt);
- [] Corporate entity (tax-exempt);
- [] Government entity (Federal, State, or local);
- [] Foreign government;

[] International organization per 26 CFR 1.60494;
 [] Other [] .

(5) Common parent.

[] Offeror is not owned or controlled by a common parent;
 [] Name and TIN of common parent:
 [] Name [] .
 [] TIN [] .

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it [] is, [] is not a small business concern.

(2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it [] is, [] is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it [] is, [] is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it [] is, [] is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. [Complete

only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [] is, [] is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [] is a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price: []

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

(i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).] The offeror represents as part of its offer that it [] is, [] is not an emerging small business.

(ii) [Complete only for solicitations indicated in an addendum as being for one of

the targeted industry categories (TICs) or four designated industry groups (DIGs).] Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Number of Employees	Average Annual Gross Revenues
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51-100	<input type="checkbox"/> \$1,000,001-\$2 million
<input type="checkbox"/> 101-250	<input type="checkbox"/> \$2,000,001-\$1.5 million
<input type="checkbox"/> 251-500	<input type="checkbox"/> \$1,500,001-\$5 million
<input type="checkbox"/> 501-750	<input type="checkbox"/> \$5,000,001-\$10 million
<input type="checkbox"/> 751-1,000	<input type="checkbox"/> \$10,000,001-\$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

(9) [Complete only if the solicitation contains the clause at FAR 52.219-21, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) General. The offeror represents that either-

(A) It ☐ is, ☐ is not certified by the Small Business Administration as

a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It [] has, [] has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) [] Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: []

(10) HUBZone small business concern. [Complete

only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It [] is, [] is not a joint venture that complies with the requirements of 11 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:-----.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246-

(1) Previous contracts and compliance. The offeror represents that-

(i) It [] has, [] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It [] has, [] has not filed all

required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that-

(i) It [] has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act-Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act- Supplies" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in

the United States that do not qualify as domestic end products.

(2) Foreign End Products:

Line Item No.	Country of Origin
---------------	-------------------

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g) (1) Buy American Act-North American Free Trade Agreement-Israeli Trade Act- Certificate. (Applies only if the clause at FAR 52.225-1, Buy American Act-North American Free Trade Agreement-Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g) (1) (ii) or (g) (1) (iii) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act-North American Free Trade Agreement-Israeli Trade Act" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States.

(ii) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-North American Free Trade Agreement-Israeli Trade Act":

NAFTA Country or Israeli End Products:

Line Item No.	Country of Origin
---------------	-------------------

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act-North American Free Trade Agreement-Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

Line Item No.	Country of Origin
---------------	-------------------

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act--North American Free Trade Agreements--Israeli Trade Act Certificate, Alternate I (May 2002). If Alternate I to the clause at FAR 52.225-1 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled ``Buy American Act--North American Free Trade Agreement--Israeli Trade Act'':

Canadian End Products:

Line Item No.

[List as necessary]

(3) Buy American Act--North American Free Trade Agreements--Israeli Trade Act Certificate, Alternate II (May 2002). If Alternate II to the

clause at FAR 52.225-1 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled ``Buy American Act--North American Free Trade Agreement--Israeli Trade Act'':

Canadian or Israeli End Products:
Line Item No.
Country of Origin

[List as necessary]

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.

Other End Products:
Line Item No. Country of Origin

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will

evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1501(b).]

(1) Listed end products.

Listed End Product []

Listed Countries of Origin []

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

[] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

[] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

Printed Name/Title of Authorized Company Official Date

Signature

(End of provision)

**B.8 OPTION TO EXTEND THE TERM OF THE CONTRACT - SERVICES
(JUL 1991)**

(a) The Government may unilaterally extend the term of this contract by written notice to the Contractor within the term of the contract; provided that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option provision.

(c) The total duration of this contract including the exercise of all below stated options under this clause shall not exceed sixty months.

(d) Any funding under Clause B.7 that remains after a contract period on individual delivery orders shall be carried forward to the next contract period but will be reimbursed at the prevailing labor rates at the time which it was incurred. However, in no event may the contractor exceed the total available funding under Clause B.7.

(e) Should the Government exercise any option hereunder, all contractual terms and conditions shall apply during the option(s) period. Further, the Contractor agrees to provide the level-of-effort specified in Clause B.4 at the rates indicated in Clause B.5.

F.1 TERM OF CONTRACT (JAN 1992)

The term of this contract is from December 1, 2002 - November 30, 2003 inclusive (Base Period only), but shall be adjusted for any exercised option.

F.2 EXERCISE OF OPTION(S) (SEP 1995)

The Department of Energy has included an option to extend the term of this contract. In order to demonstrate the value it places on quality performance, the Department has provided a mechanism for continuing a contractual relationship with a successful contractor that performs at a level which meets or exceeds quality performance

expectations as communicated to the contractor, in writing by the Contracting Officer or designated representative. When deciding whether to exercise the option, the Contracting Officer will consider the quality of the contractor's performance under this contract.

STATEMENT OF WORK

Oracle will provide support for the Department's Cyber Security initiative through the use of their Advanced Security (AS) product. AS provides triple-DES encryption of all data that is transported over the network or between application server and database. Oracle AS (Release 8.16) is validated to NIST FIPS 140-1 at the Level 2 Security Level. This will ensure that all communication over the network will be transported in a secure manner. Oracle's Label Security (LS) will also be used to support cyber security. LS provides security solution based on labeling concepts used to protect information.

PHASE I/CLIN 1: INITIAL DELIVERY ORDER

This item consists of the purchase of new licenses for DOE Headquarters, awarded simultaneously with this Master Contract as its initial Delivery Order. The total cost of Phase I/Item 1 is \$4,991,207. See CLIN 1 in Addendum D.2 for the specific list of products and services included.

These products satisfy the Department's current and future requirements.

The overall negotiated discount of 73.01% on certain technology products and on application products from list price is significant. The products proposed have been approved by both Management and the technical staff and are products the Department is currently using. This Master Contract also includes IDIQ ordering capability for the entire Department of Energy at the same discounts; see the Schedule Addendum (D.2) for products and prices.

Phase I/CLIN 1 consists of:

License	\$ 4,116,271 (includes 100 days of Onsite)
Technical Support	<u>874,935</u> (software updates and product support)
Total	\$ 4,991,207

Phase II/CLIN 2:

This phase is expected to be funded early in Fiscal Year 2004 to complete the deployment for the Department, through the Office of the Chief of Information Officer. This phase

ADDENDUM D.1

will be available to all DOE programs, laboratories and M&O Contractors until November 30, 2003, or until the end of a Continuing Resolution, not to extend beyond May 30, 2004. This Phase II/CLIN 2 initially will address requirements for the DOE Headquarters activities, their field offices and requirements at Pantex, Yucca Mountain project, and Protection Technology/Los Alamos. See Addendum D.2 for the full IDIQ schedule of products and prices. This Phase II/CLIN 2 agreement is expected to provide significant reductions over current and future software capital investment costs, as well as significant reductions over current and future maintenance support services and training costs. The Master Contract includes IDIQ order capability for the entire Department; see Addendum D.2.

IMPORTANT NOTE: No provision of the Master Contract, this Statement of Work or the Oracle Ordering Document/Product & Price Schedule shall be construed as requiring award of Phase II as a condition for obtaining the prices set forth herein unless otherwise noted.

DOE is permitted to copy and distribute the named programs pursuant to the terms of this Master Contract.

DOE is permitted to transfer supported licenses between supported platforms and add new supported platforms at no additional charge, other than a minimal media and shipping charge. DOE is permitted to transfer the supported licenses to a successor DOE M&O contractor, as set forth in Addendum D.2 at no additional charge.

IDIQ Attachment

IDIQ Phase/CLIN 1:

- ' Certain technology products and application products at specified fees (discount of 60%)
- ' Technical support will be based on 22%/25% (product dependent)
- ' IDIQ available to DOE HQ, the field sites, laboratories and M&O contractors
- ' IDIQ in effect until May 29, 2008

IDIQ Phase II/CLIN 2 (applies only if awarded):

- ' Certain technology products and application products at tier levels of \$2,000,000 in net license fee increments (discounts based on specified list price).

ADDENDUM D.1

Discount for certain technology products range from 72% to 77% and discounts for certain application products range from 65% to 70%

- ' Technical Support will be based on 18%/25% (product dependent)
- ' IDIQ available to DOE HQ, DOE field sites, laboratories and M&O contractors
- ' IDIQ in effect until May 29, 2008

Additional Clauses Incorporated by Reference

1. MINIMUM, ESTIMATED AND MAXIMUM QUANTITIES
2. INDEFINITE QUANTITY
3. DELIVERY ORDER AUTHORIZATION AND CONTRACT CEILING
4. ORDERING
5. DELIVERY ORDER LIMITATIONS
6. ORDERING ACTIVITIES
7. Deleted.
8. Deleted.
9. Deleted.
10. F.O.B. DESTINATION
11. DELIVERY LOCATIONS
12. CORRESPONDENCE PROCEDURES
13. BILLING INSTRUCTIONS
14. CREDITS
15. REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF THE OFFEROR
16. TECHNICAL DIRECTION
18. MODIFICATION AUTHORITY
19. INTERPRETATION OF CONTRACT REQUIREMENTS
20. HANDICAPPED EMPLOYEE REQUIREMENTS
18. BANKRUPTCY
19. AUTHORIZATION & CONSENT
20. NOTICE & ASSISTANCE REGARDING PATENT & COPYRIGHT INFRINGEMENT
21. Deleted.
22. COMMERCIAL COMPUTER SOFTWARE-RESTRICTED RIGHTS
23. RIGHTS IN PROPOSAL DATA
24. SECURITY REQUIREMENTS
25. CLASSIFICATION
26. Deleted.

1. MINIMUM, ESTIMATED AND MAXIMUM QUANTITIES

(a) Upon the receipt of delivery orders issued by the authorized DOE Contracting Officer, the contractor shall deliver the ordered products within the following minimums and maximums: a minimum of \$4,991,207.00 and a maximum of \$50,000,000.00. There is no minimum or maximum quantity by line item; the dollar limits govern. In the interest of minimizing the tracking burden on the contractor, the Contracting Officer and the requiring activity, and considering the large number of line items, individual line item quantities are not included in the contract.

2. INDEFINITE QUANTITY (FAR 52.216-22)(OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Delivery-Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after those specified in the delivery order and/or modifications which were issued prior to contract expiration. The Government may not act to extend the period of performance of any delivery order after the expiration date of the contract.

3. DELIVERY ORDER AUTHORIZATION AND CONTRACT CEILING

Delivery Orders issued under this contract shall be authorized only by a DOE Contracting Officer. Also, the maximum aggregate dollar amount of all Delivery Orders issued under this contract shall not exceed \$50,000,000.00. There is no minimum delivery order or task order amount.

4. ORDERING (FAR 52.216-18) (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders by the individuals or activities designated in the contract. Such orders may be issued from the date of contract award through the expiration date of the contract's period of performance.

(b) All delivery orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally or by written telecommunications only if authorized in the Schedule.

5. DELIVERY ORDER LIMITATIONS (FAR 52.216-19) (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than the Guaranteed Minimum Quantity, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor-

(1) Any order for a single item in excess of the maximum quantity contained in Clause 1;
(2) Any order for a combination of items in excess of the maximum quantity contained in Clause 1 or

(3) A series of orders from the same ordering office within 5 calendar days that together call for quantities exceeding the limitation in subparagraph (1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 calendar days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

6. ORDERING ACTIVITIES

Supplies or services to be furnished under this contract shall be ordered by issuance of written delivery orders issued by a DOE Contracting Officer or authorized contractor/subcontractor official. Use of this contract is authorized to all DOE organizations nationwide, and to DOE contractors and subcontractors for requirements associated with performance of their DOE effort only. Headquarters delivery or task orders will be initiated by the Office of the Chief Information Officer (OCIO). As stated in the contract, clause B.5, Note 1, prior authorization from the OCIO is required for contractor acceptance of delivery orders from any other organization. At a minimum, each Delivery Order shall contain the information set forth below:

- (a) Contract Number and Delivery Order Number
- (b) Date of Delivery Order
- (c) Products ordered in the format used by the contract Schedule, with the appropriate Period (Base or Option)
- (d) Required delivery location; also individual(s) authorized to accept delivery, if such a designation is desired
- (e) Required delivery date
- (f) Delivery Order point-of-contact name, telephone number and FAX number
- (g) Billing instructions
- (h) accounting and appropriation data

The Contractor shall maintain a file of copies of each order and of each subsequent modification thereto, to be provided upon request to either the COTR or the Contracting Officer.

- 7. Deleted.
- 8. Deleted.
- 9. Deleted.

10. F.O.B. DESTINATION (FAR 52.247-34)(NOV 1991)

- (a) The term "f.o.b. destination," as used in this clause, means-

(1) Free of expense to the Government, on board the carrier's conveyance, at a specified delivery point where the consignee's facility (plant, warehouse, store, lot, or other location to which shipment can be made) is located; and

(2) Supplies shall be delivered to the destination consignee's wharf (if destination is a port city and supplies are for export), warehouse unloading platform, or receiving dock, at the expense of the Contractor. The Government shall not be liable for any delivery, storage, demurrage, accessorial, or other charges involved before the actual delivery (or "constructive placement" as defined in carrier tariffs) of the supplies to the destination, unless such charges are caused by an act or order of the Government acting in its contractual capacity. If rail carrier is used, supplies shall be delivered to the specified unloading platform of the consignee, except when the supplies delivered meet the requirements of Item 568 of the National Motor Freight Classification for "heavy or bulky freight." When supplies meeting the requirements of the referenced Item 568 are delivered, unloading (including movement to the tailgate) shall be performed by the consignee, with assistance from the truck driver, if requested.

If the Contractor uses rail carrier or freight forwarder for less than carload shipments, the Contractor shall assure that the carrier will furnish tailgate delivery, when required, if transfer to truck is required to complete delivery to consignee.

(b) The Contractor shall-

- (1) (i)** Pack and mark the shipment to comply with contract specifications; or
- (ii)** In the absence of specifications, prepare the shipment in conformance with carrier requirements;
- (2)** Prepare and distribute commercial bills of lading;
- (3)** Deliver the shipment in good order and condition to the point of delivery specified in the contract;
- (4)** Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the consignee at the delivery point specified in the contract;
- (5)** Furnish a delivery schedule and designate the mode of delivering carrier; and
- (6)** Pay and bear all charges to the specified point of delivery.

10. CORRESPONDENCE PROCEDURES (JAN 1990)

To promote timely and effective administration, correspondence submitted under this contract shall include the contract number and shall be subject to the following procedures:

(a) Technical Correspondence. Technical correspondence (as used herein, this term excludes technical correspondence where patent or technical data issues are involved and correspondence which proposes or otherwise involves waivers, deviations, or modifications to the requirements, terms, or conditions of this contract) shall be addressed to the DOE Contracting Officer's Representative (COR), with an information copy of the correspondence to the DOE Contracting Officer (see below paragraph (c) and to the cognizant Government Contract Administration Office (if other than DOE) designated in Block 31 of the Solicitation/Contract/Order for Commercial Items (SF 1449).

(b) Other Correspondence.

(1) If no Government Contract Administration Office is designated on the Contract Form of this contract, all correspondence, other than technical correspondence, shall be addressed to the DOE Contracting Officer, with information copies of the correspondence to the DOE Project Manager, and to the DOE Patent Counsel (where patent or technical data issues are involved).

(2) If a Government Contract Administration Office is designated on the Contract Form of this contract, all administrative correspondence, other than technical correspondence, shall be addressed to the Government Contract Administration Office so designated, with information copies of the correspondence to the DOE Contracting Officer, DOE Project Manager, and to the DOE Patent Counsel (where patent or technical data issues are involved).

(c) The DOE Contract Specialist for the contract is located at the address in (d) below and is as

follows:

Contract Specialist: Patrick A. Thornton
Telephone: (202) 287-1532
FAX Number: (202) 287-1456/1457.
Email: Patrick.Thornton@pr.doe.gov

The Contractor shall use the DOE Contract Specialist as the focal point for all matters regarding this contract except technical matters.

(d) DOE Contracting Officer address: The Contracting Officer address is as follows:

Contracting Officer (Do not use name of Contracting Officer)
U. S. Department of Energy
Headquarters Procurement Services
Operations Branch A-1/ME-641.1
1000 Independence Avenue S. W.
Washington, D. C. 20585
ATTN: DE-AM01-01SO30289

11. BILLING INSTRUCTIONS

NOTE: This clause applies only to Orders issued by DOE Headquarters and prevails if any difference exists between it and Clause C.1(g) of the contract. Billing instructions for Delivery Orders placed by non-Headquarters DOE organizations or by authorized contractors or subcontractors shall be included in the Orders and all billing/payment actions will be accomplished by the ordering activity or firm.

(a) The Contractor shall submit the original and three copies of invoices or vouchers in accordance with the Payments provisions of this contract and in accordance with the payment provisions of the delivery orders issued under this contract.

(b) Each invoice or voucher submitted shall include the following:

- (1) Contract Number and Delivery Order Number
- (2) Contractor Name
- (3) Date of Invoice
- (4) Invoice Number
- (5) Amount of Invoice
- (6) Line items, quantities, unit and extended prices and period covered

Follow-up Invoices shall be marked "DUPLICATE ORIGINAL." For any questions regarding

payment status of orders issued by DOE Headquarters, the contractor may call DOE Commercial Payments, Germantown MD, at (301) 903-4340, fax (301) 903-5977. For delivery orders placed by field activities or organizations, the point of contact is designated by that ordering activity.

12. CREDITS

Any credits due to the Government may be applied against the Contractor's invoices with appropriate information attached. The Contracting Officer involved shall notify the Contractor and the Payment Office involved in writing of the reason for the adjustment.

13. REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF THE OFFEROR (NOV 1987)

The Representations, Certifications and Other Statements of the Offeror, dated May 30, 2003 for this contract, are hereby incorporated by reference.

14. TECHNICAL DIRECTION (JAN 1990)

(a) Performance of the work under this contract shall be subject to the technical direction of the Contracting Officer's Technical Representative (COTR) identified elsewhere in this contract, or in the order. The term "technical direction is defined to include, without limitation:

(1) Directions to the Contractor which redirect the contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details or otherwise serve to accomplish the contractual Statement of Work.

(2) Provision of written information to the Contractor which assists in the interpretation of drawings, specifications or technical portions of the work description.

(3) Review and, where required by the contract, approval of technical reports, drawings, specifications and technical information to be delivered by the Contractor to the Government under the contract.

(b) Technical direction must be within the scope of work stated in the contract. The COTR does not have the authority to, and may not, issue any technical direction which:

- (1) Constitutes an assignment of additional work outside the Statement of Work;
- (2) Constitutes a change as defined in the contract clause entitled "Changes";
- (3) In any manner causes an increase or decrease in the total estimated contract cost, the fixed fee (if any), or the time required for contract performance;
- (4) Changes any of the expressed terms, conditions or specifications of the contract; or
- (5) Interferes with the Contractor's right to perform the terms and conditions of the

contract.

(c) All technical directions shall be issued in writing by the COTR.

(d) The Contractor shall proceed promptly with the performance of technical directions duly issued by the COTR in the manner prescribed by this clause and within his authority under the provisions of this clause. If, in the opinion of the Contractor, any instruction or direction by the COTR falls within one of the categories defined in (b)(1) through (5) above, the Contractor shall not proceed but shall notify the Contracting Officer in writing within five (5) working days after receipt of any such instruction or direction and shall request the Contracting Officer to modify the contract accordingly. In the event any such instruction or direction by the COTR falls within the categories defined in (b)(1) through (5) above and determined by the Contractor to be of an urgent or compelling nature, the Contractor shall notify the Contracting Officer by verbal means within 24 hours to be followed up in writing within 24 hours after verbal notification. Upon receiving the notification from the Contractor, the Contracting Officer will:

(1) Advise the Contractor in writing within thirty (30) days after receipt of the Contractor's letter that the technical direction is within the scope of the contract effort and does not constitute a change under the Changes' clause of the contract;

(2) Advise the Contractor within a reasonable time that the Government will issue a written change order.

(e) A failure of the Contractor and Contracting Officer to agree that the technical direction is within the scope of the contract, or a failure to agree upon the contract action to be taken with respect thereto shall be subject to the provisions of the clause entitled "Disputes - Alternate 1."

15. MODIFICATION AUTHORITY (APR 1984)

Notwithstanding any of the other provisions of this contract, the Contracting Officer for the delivery order involved shall be the only individual authorized to:

- (a) accept nonconforming work,
- (b) waive any requirement of this contract, or
- (c) modify any term or condition of this contract.

16. INTERPRETATION OF CONTRACT REQUIREMENTS

No interpretation of any provision of this contract, including applicable specifications, shall be binding on the Government unless furnished or agreed to in writing by the Contracting Officer.

17. HANDICAPPED EMPLOYEE REQUIREMENTS

The Department of Energy (DOE) takes a pro-active part in supporting the Handicapped Employee Program. Individual requirements are satisfied through the Information Technology Support program. Additional requirements over and above the ITS program are provided as needs arise. The Department of Energy requires the contractor to be in line with the following area:

“All work performed under this contract must be compliant with Section 508 of the Rehabilitation Act, 29 U.S.C. &794d, as amended. See www.access-board.gov/sec508/508standards.htm for details of Section 508 standards. This Act ensures that Federal employees with disabilities will be able to use information technology to do their jobs.”

Except as noted below, current releases of Oracle products to be used by DOE under this agreement are capable of providing comparable access to individuals with disabilities consistent with the applicable provisions of the architectural and transportation barriers compliance board set out in 36 CFR Part 1194 (i.e. the Section 508 standards). When used in accordance with Oracle's associated documents and other written information provided to DOE and provided any assistive technologies and any other products used with them properly, interoperate with them. One component of Diagnostics Pack, Trace Data Viewer, is approaching product lifetime end and has some accessibility limitations. The following products are not Section 508 compliant: Collaboration Suite, Teleservice, iSupport, and Email Center.

CLAUSES INCORPORATED BY REFERENCE

The following clauses are hereby incorporated by reference. The full text of any clause is available upon request from the Contracting Officer.

18. BANKRUPTCY (FAR 52.242-13) (APR 1991)
19. AUTHORIZATION & CONSENT (FAR 52.227-1)(JUL 1995)
20. NOTICE & ASSISTANCE REGARDING PATENT & COPYRIGHT INFRINGEMENT (FAR 52.227-2) (AUG 1996)
21. Deleted.
22. COMMERCIAL COMPUTER SOFTWARE-RESTRICTED RIGHTS (FAR 52.227-19)(JUN 1987)
23. RIGHTS IN PROPOSAL DATA (DEAR 952.227.
24. SECURITY REQUIREMENTS (DEAR 952.204-2)(MAY 2002)
25. CLASSIFICATION
26. Deleted.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE FFP Contract		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. M001		3. EFFECTIVE DATE See Block 16.c. ME-641.1		4. REQUISITION/PURCHASE REQ. NO. 01-04SO30289.001		5. PROJECT NO. (If applicable)
6. ISSUED BY U.S. Department of Energy HQ Procurement Services ATTN: ME-641.1/Thornton 1000 Independence Ave. SW Washington, D.C. 20585		7. ADMINISTERED BY (If other than Item 6) Same as block 6 Telephone#: (202)287-1532		CODE ME-641.1		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Oracle Corporation 1910 Oracle Way/Mark Eisel Reston VA 20190				(x)		9A. AMENDMENT OF SOLICITATION NO.
						9B. DATED (SEE ITEM 11)
				X		10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AM01-03SO30289
						10B. DATED (SEE ITEM 13) 05/31/2003
CODE		FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 6 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.						
12. ACCOUNTING AND APPROPRIATION DATA (If required) No Change. Not Applicable. A111						
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.						
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).						
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: The "Changes" Clause (C.1.(c)) of the contract and mutual agreement of the parties.						
D. OTHER (Specify type of modification and authority)						
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.						
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)						
<p>The purpose of this Modification M001 is to add a new Line Item, #0132, Project Collaboration, to the contract. A replacement pricing table, Exhibit B, Revision A dated October 23, 2003, attached to this Modification, is hereby substituted for the Exhibit B included in the basic contract. There are no other changes to contract terms and conditions.</p>						
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.						
15A. NAME AND TITLE OF SIGNER (Type or print) Kathy Klass, OGC Contract Mgr				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Patrick A. Thornton Contracting Officer		
15B. CONTRACTOR/OFFEROR Kathy Klass (Signature of person authorized to sign)		15C. DATE SIGNED 11-18-03		16B. UNITED STATES OF AMERICA BY Patrick A. Thornton (Signature of Contracting Officer)		16C. DATE SIGNED NOV 18 2003

Ordering Document

Customer Name:	Department of Energy	Contract Administrator:	Barbara Griffin	Technical Contact:	Barbara Griffin
Customer Location:	19901 Germantown Road	Phone:	301-903-0263	Phone:	301-903-0263
	Germantown, MD 20874	Fax:		Fax:	
		Email Address:	barbara.griffin@doe.gov	Email Address:	barbara.griffin@doe.gov

ORACLE CONTRACT INFORMATION

Terms:	The Department of Energy ("DOE", "Government" or "Customer") and Oracle Corporation ("Oracle") agree that the ordering of the commercial items described herein is subject to Federal Acquisition Regulations ("FAR") Part 12. Additionally, the mandatory provisions of the Department of Energy Acquisition Regulations ("DEAR") shall apply. Such commercial items shall be procured as an open market order, which, for ease of acquisition, shall also incorporate by reference the terms contained in Section IV (excluding Subsection 5. and Subsection 6.) and Section V (excluding the 1 st and 2 nd sentences of the first paragraph and the last paragraph/table of Subsection 6 and excluding Subsection 7.) of Oracle published GSA Schedule GS-35F-0108J. Collectively, these terms shall be defined as the agreement ("Agreement"). This Ordering Document is placed in accordance with the Agreement and the terms set forth below.
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Deleted: , and pursuant to FAR 12.212 and 12.302, only the mandatory provisions of FAR 52.212-4, FAR 52.212-5 shall apply

Deleted: In the event of any inconsistencies between the FAR Part 12, the mandatory provisions of the DEAR and the relevant portions of Section IV and Section V of Oracle's published GSA Schedule GS-35F-0108J, the FAR Part 12 clauses shall take precedence.

Deleted: In the event of any inconsistencies between the Agreement and the terms set forth in this Ordering Document, the terms set forth in this Ordering Document shall take precedence.

I PROGRAMS / SERVICES ORDERED AND ASSOCIATED FEES

- A. Program Licenses. Set forth below is a comprehensive list of the Program licenses that DOE has ordered pursuant to this Ordering Document. All Program licenses ordered pursuant to this Ordering Document are for use by DOE in the United States, unless otherwise specified.

<u>Description</u>	<u>License Type</u>	<u>Qty</u>
Oracle Database Enterprise Edition	Processor	7
Real Application Clusters	Processor	7

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<u>Description</u>	<u>License Type</u>	<u>Qty</u>
Partitioning	Processor	7
Advanced Security	Processor	7
Label Security	Processor	7
Diagnostics Pack	Processor	7
Tuning Pack	Processor	7
Change Management Pack	Processor	7
Internet Application Server Enterprise Edition	Processor	7
Oracle Database Enterprise Edition	Named User Plus	4,800
Real Application Clusters	Named User Plus	4,800
Partitioning	Named User Plus	4,800
Advanced Security	Named User Plus	4,800
Label Security	Named User Plus	4,800
Diagnostics Pack	Named User Plus	4,800
Tuning Pack	Named User Plus	4,800
Change Management Pack	Named User Plus	4,800
Internet Application Server Enterprise Edition	Named User Plus	4,800
Collaboration Suite	Named User Plus	4,800
iSupport	Processor	25
TeleService	Application User	150
eMail Center	Workstation	150

B. Services Detail. Set forth below is a description of the services ordered hereunder.

1. Product Support and Software Updates for all the Program licenses set forth in Section I A. above for the Support Period (as that term is defined in Oracle's Technical Support policies) of twelve (12) months.
2. 100 Business Days of Assisted Services.

C. Fee Due Under this Ordering Document. The fee due Oracle under this Ordering Document for the Program licenses ordered in Section I A. above and the services ordered in Section I B. above is \$4,991,207.33.

II DEFINED TERMS

A. A "Business Day" is defined as up to eight (8) hours of Assisted Services at one time by one (1) Technical Support Engineer.

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- B. "Delivery Date" means the date on which the Programs are delivered, or if no delivery is necessary, the Effective Date of this Ordering Document.
- C. An "Education Unit" entitles DOE to acquire education products and services as specified in the Oracle University catalog in effect at the time an Education Unit is utilized. Education Units acquired hereunder may only be used in the United States. DOE may be required to execute standard Oracle order materials in conjunction with utilizing Education Units.
- D. "Program" or "Programs" means the software products that DOE has ordered under this Ordering Document, and Updates (as defined in Oracle's Technical Support Policies) acquired under Technical Support, and Program Documentation.
- E. "Program Documentation" is defined as the Program user manuals and Program installation manuals.
- F. "Supported Program License" is defined as a Program license for which Product Support and Software Updates has been ordered for the relevant time period.
- G. "Suite" is defined as all the functional software components described in the Program Documentation.
- H. "Technical Support" means Program support provided under Oracle's Technical Support Policies in effect on the date Technical Support is ordered.

III RIGHTS GRANTED

A. Program Licenses Set Forth in Section I A. Above.

1. Oracle grants to DOE a nonexclusive license for the Program licenses set forth in Section I A. above consistent with the use limitations specified or referenced in the Agreement, this Ordering Document and/or the Program Documentation for the business operations of DOE.
2. **Exhibit A** sets forth the definitions of the license type and license rules that apply to the Program licenses.

B. License Term. The Program licenses acquired by DOE in Section I A. do not specify a license term; the Program licenses are perpetual and shall continue unless terminated as otherwise provided in the Agreement.

C. **Use of Program Licenses by Federal Prime Contractors and Federal Maintenance & Operations Contractors.** Should DOE elect to authorize its Federal prime contractors or Federal maintenance & operations ("m & o") contractors to use the Programs for the business operations of DOE, DOE warrants that (1) DOE has the authority to bind its contractors to the terms of this Ordering Document; and (2) DOE shall be responsible for any breach of such terms by its contractors and/or third parties authorized by its contractors.

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IV TECHNICAL SUPPORT

- A. Technical Support Policies. Product Support, Software Updates and Assisted Services are provided under Oracle's Technical Support Policies in effect at the time the services are provided; such policies are incorporated by reference in this Ordering Document. Technical Support Policies are subject to change and may contain additional terms; DOE should review the policies prior to entering into the Ordering Document for the applicable services. The current version of the Technical Support Policies may be accessed at <http://oracle.com/support/index.html?polices.html>.
- B. Invoicing of Service Fees. Service fees for Product Support, Software Updates and Assisted Services are invoiced annually in advanced.
- C. Terms Specific to Product Support and Software Updates. The terms set forth below are specific to Product Support and Software Updates:

1. Product Support and Software Updates acquired hereunder commence upon the Effective Date of this Ordering Document.
2. DOE may renew Product Support and Software Updates for the Program licenses set forth in Section I A. for the Support Periods and at the services fees set forth below:

<u>Support Period</u>	<u>Service Fee for Product Support and Software Updates</u>
May 30, 2004 to May 29, 2005	\$874,935.78
May 30, 2005 to May 29, 2006	\$874,935.78
May 30, 2006 to May 29, 2007	\$874,935.78
May 30, 2007 to May 29, 2008	\$874,935.78

3. If DOE elects to de-support a subset of licenses in a license set (as that term is defined in Oracle's Technical Support Policies), DOE may be required to terminate those licenses. Any election by DOE to de-support licenses (regardless of any requirement by Oracle to terminate such de-supported licenses) may result in the re-pricing of services fees (Product Support and Software Updates) for DOE's remaining licenses.
 4. Oracle reserves the right to de-support its Programs. DOE will be notified in advance when a Program is being de-supported. Such de-support notices, which are posted at Oracle's customer support web site, MetaLink (or Oracle's then current customer support web site), contain de-support dates, information about availability of Extended Assistance Support and Extended Maintenance Support and information about migration paths for certain features. The de-support notices are subject to change; Oracle will provide updated de-support notices on MetaLink (or Oracle's then current customer support web site) as necessary.
- D. Terms Specific to Assisted Services. The terms set forth below are specific to Assisted Services.
1. Assisted Services are performed by Technical Support Engineers and shall be provided in increments of Business Days. Oracle will provide such Assisted Services remotely or at the DOE headquarter location in the United States: 19901 Germantown Road, Germantown, MD 20874.

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2. All Assisted Services must be delivered within one (1) year of the Effective Date of the this Ordering Document ("Service Term"); any unused Business Days at the end of the Service Term are forfeited.
3. Assisted Services must be scheduled at least one week in advance; the scheduling of Assisted Services is subject to availability of a Technical Support Engineer.
4. Assisted Services to be performed by Oracle may include any of the services set forth in **Exhibit B**; however, in no event shall such services include any data conversion or custom coding. In order to make a change to the Assisted Services scope of work set forth in Exhibit B, DOE shall submit a written request to Oracle specifying the proposed changes in detail. Oracle will submit to DOE an estimate of the service fees and the anticipated changes in the schedule that will result from the proposed change to the scope of work, if any. Oracle will continue performing the Assisted Services in accordance with this Ordering Document until the parties agree in writing on the change to the scope of work, scheduling, and fees therefore (the "Change Order"). Any Change Order shall be agreed to by the parties in writing prior to implementation.
5. The performance of any Assisted Services by Oracle is contingent upon DOE's performance of its obligations, which are set forth below:
 - a. Provide the Technical Support Engineer(s) adequate workspace, computer resources, and normal equipment and business supplies, at no charge to Oracle, for the duration of the Service Term (e.g. desks, PCs or terminals, telephones, modem lines, copiers, printers, facsimile machines, word processing, and spreadsheet software);
 - b. Acquire licenses for the necessary Oracle software prior to commencement of Assisted Services;
 - c. Inform the Technical Support Engineer(s) in a timely manner of any pending scheduled upgrades (including application of Oracle patches) specific to the Programs, or any other modifications of the hardware and/or software environment that could affect performance;
 - d. Maintain and make payment to Oracle for Product Support and Software Updates for all licenses of Oracle software. If Product Support or Software Updates for such licenses of Oracle software lapses or is terminated during the Service Term, any unused Business Days are forfeited;
 - e. Provide remote access to DOE's computer systems as necessary for Oracle to perform the Assisted Services;
 - f. Provide assistance, cooperation and information reasonably necessary for Oracle to perform the Assisted Services; and
 - g. DOE agrees to allow Oracle to post, at any site at which Assisted Services are performed, any documents necessary for Oracle to provide Assisted Services in compliance with the law.
6. Subject to the payment of all fees due under this Ordering Document, Oracle grants to DOE a perpetual, non-exclusive, non-assignable, royalty-free, license to use anything developed by Oracle in its performance of the Assisted Services delivered to DOE under this Ordering Document ("Contract Property"). Oracle shall retain all copyrights, patent rights, and other intellectual property rights to the Contract Property.

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7. The acquisition of Assisted Services by DOE under this Ordering Document does not grant any license for Programs nor expand or otherwise affect any license granted for Programs under this Ordering Document or any other ordering document.
8. The parties acknowledge that temporary living reimbursements to Oracle's Technical Support Engineers may be deemed compensatory under federal, state, and local tax laws if a Technical Support Engineer's assignment in a particular location will exceed or has exceeded one (1) year. Where reasonably possible, Oracle will plan with DOE to limit the duration of the Technical Support Engineer's assignment in a particular location to less than one (1) year. If DOE's requirements are such that it becomes necessary for a Technical Support Engineer's services in a particular location to continue for one (1) year or more and as a result, the reimbursement of such Technical Support Engineer's living expenses are deemed compensatory for tax purposes, then DOE agrees to pay Oracle the amount of additional compensation provided to such Oracle personnel to compensate for taxes imposed therefor.
9. Neither party shall be liable for failure or delay in Oracle's performance of any Assisted Services or DOE's obligations under Section IV D.5. above caused by an act of war or sabotage; act of God; electrical, internet or telecommunications outage that is not caused by the obligated party; government restrictions (including the denial or cancellation of any export or other necessary license); or other event outside the reasonable control of the obligated party. Both parties will use reasonable efforts to mitigate the effect of a force majeure event. If such an event continues for a period more than ninety (90) days, either party may terminate the Assisted Services immediately upon written notice. The occurrence of a force majeure event does not excuse Oracle's obligation to take reasonable steps to follow its normal disaster recovery procedures.
10. If Oracle's cost of providing Assisted Services is increased because of DOE's failure to meet its obligations set forth in Section IV D.5. above or because of any other circumstances outside of Oracle's control, DOE and Oracle may negotiate an adjustment for services rendered through the change order process. Such increased costs may include time during which Oracle's Technical Support Engineer(s) are under utilized because of delay.
11. DOE shall be invoiced separately for all actual, reasonable travel and out-of-pocket expenses incurred by Oracle while performing the 100 Business Days of Assisted Services; such expenses shall be in accordance with the Joint Travel Regulations in effect at the expense was incurred.

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V GENERAL TERMS

A. Delivery, Right-to-Copy, Distribution and Installation.

1. There is no delivery required under this Order Document; DOE acknowledges that Oracle has delivered to the location specified above, one (1) copy of the software media and one (1) set of Program Documentation (in the form generally available) for each Program listed in Section I A. above that is currently available in production release as of the Effective Date of this Ordering Document. Provided DOE continuously maintains Software Updates, additional CD Packs for the Programs provided under this Ordering Document may be ordered through thae Oracle Store at the standard CD Pack price. DOE agrees to pay applicable media and shipping charges. The following shipping terms shall apply: FOB Destination, Prepaid, and Add.
2. If DOE loses or damages the media containing a Program licensed hereunder, upon DOE's written notice Oracle will provide a replacement copy thereof, under Oracle's then-current Technical Support policies, for a media and shipping charge. DOE agrees to pay applicable media and shipping charges. The following shipping terms shall apply: FOB Shipping Point, Prepaid, and Add.

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3. The Programs may be copied and distributed (on media or electronically) within DOE and/or to DOE's Federal prime contractors and Federal m & o contractors provided the Programs are for DOE's licensed use hereunder.

4. DOE shall be responsible for installation of the software.

B. Fees, Credit and Taxes.

1. All fees are due N30 days from the invoice date and shall be non-cancellable and the sums paid nonrefundable, except as provided in the Agreement.

2. Any fee due under this Ordering Document does not include taxes; if Oracle is required to pay sales, use, property, value-added or other taxes based on the licenses or services granted under this Ordering Document or on DOE's use of Programs or services, then such taxes shall be billed to and paid by DOE. This Section shall not apply to taxes based on Oracle's income.

C. Segmentation. The Program licenses provided in this Ordering Document are offered separately from any other proposal for consulting services DOE may receive or has received from Oracle and does not require DOE to purchase Oracle's consulting services.

D. Limitation of Liability. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, NOR ANY DAMAGES FOR LOSS OF PROFITS, REVENUE DATA, OR USE INCURRED BY EITHER PARTY OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR IN TORT, EVEN IF THE OTHER PARTY OR ANY OTHER PERSON HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. ORACLE'S LIABILITY FOR DAMAGES HEREUNDER SHALL IN NO EVENT EXCEED THE AMOUNT OF FEES PAID BY DOE UNDER THIS ORDERING DOCUMENT, AND IF SUCH DAMAGE RESULTS FROM THE USE OF THE PROGRAM OR SERVICES, SUCH LIABILITY SHALL BE LIMITED TO THE FEES PAID FOR THE RELEVANT PROGRAM OR SERVICES GIVING RISE TO THE LIABILITY PRORATED OVER A FIVE (5) YEAR TERM FROM THE DELIVERY DATE OF THE APPLICABLE LICENSE OR THE DATE OF THE PERFORMANCE OF THE APPLICABLE SERVICE. THE PROVISIONS OF THIS ORDERING DOCUMENT ALLOCATE THE RISKS BETWEEN DOE AND ORACLE. ORACLE'S PRICING REFLECTS THIS ALLOCATION OR RISK AND LIMITATION OF LIABILITY SPECIFIED HEREIN.

E. Export. DOE agrees to comply with all export laws and regulations (including "deemed export" and "deemed re-export" regulations) of the United States and any other relevant local export laws and regulations ("Export Laws") to assure that no data, information, program and/or deliverable (or direct product thereof) is (1) exported, directly or indirectly, in violation of Export Laws or (2) used for any purposes prohibited by the Export Laws, including, without limitation, nuclear, chemical or biological weapons proliferation or development of missile technology.

F. Year 2000 Warranty. Oracle warrants that each Program provided under this Ordering Document shall be able to accurately process date data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth (20th) and twenty-first (21st) centuries, including leap year calculations, when used in accordance with the Program Documentation provided by Oracle provided that all products used in combination with such Program properly exchange date data with it. The duration of this warranty and the remedies available to DOE for breach of warranty shall be defined in, and subject to, the terms and limitations of Oracle's standard commercial warranty or warranties contained in the Agreement provided that notwithstanding

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any provision to the contrary in such commercial warranty or warranties, the remedies available to DOE under this warranty shall include correction or replacement of the program whose noncompliance is discovered and made known to Oracle in writing ninety (90) days after acceptance. Nothing in this warranty shall be construed to limit the rights or remedies DOE may otherwise have under this Ordering Document with respect to defects other than Year 2000 performance.

- G. Independent Contractor. Oracle and any Oracle personnel are independent contractor(s) and not employees, agents, joint venturers or partners of DOE. Nothing in this Ordering Document shall be interpreted as creating or establishing the relationship of employer and employee between DOE and either Oracle or any employee or agent of Oracle.
- H. Nondisclosure. By virtue of this Ordering Document, the parties may have access to information that is confidential to one another ("Confidential Information"). Confidential Information shall be limited to the Programs, the terms and pricing under this Ordering Document, and all information clearly identified as confidential.

A party's Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on disclosure; or (d) is independently developed by the other party. DOE shall not disclose the results of any benchmark tests of the Programs to any third party without Oracle's prior written approval.

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The parties agree to hold each other's Confidential Information in confidence during the term of the Agreement and for a period of two years after termination of this Agreement. The parties agree, unless required by law, not to make each other's Confidential Information available in any form to any third party for any purpose other than the implementation of this Ordering Document and the Agreement. Each party agrees to take all reasonable steps to ensure that Confidential Information is not disclosed or distributed by its employees or agents in violation of the terms of this Ordering Document.

VI ADDITIONAL LICENSES

- A. Additional Licenses. For a period of five (5) years from the Effective Date of this Ordering Document, DOE, as well as its Federal prime contractors and Federal m & o contractors authorized in writing by DOE CIO Office and Procurement (individually, the "Ordering Entity" and collectively, the "Ordering Entities") may acquire the Programs specified in Exhibit C by paying Oracle the appropriate license fee, provided (a) such Programs are available in production release when ordered; and (b) that DOE has continuously maintained Product Support and Software Updates for the Programs licensed on this Ordering Document. The Ordering Entity may also acquire the first year of Product Support and Software Updates for such Programs by paying Oracle the appropriate service fees. Upon exercise of this option, where shipment is required, Oracle shall deliver one (1) copy of the software media and one (1) set of Program Documentation (in the form generally available); applicable media and shipping charges shall apply. The shipping terms are: FOB Shipping Point, Prepaid, and Add. Any relevant purchase minimums or licensing rules will apply to orders placed under this Section VI A.
- B. Service Fees for Renewal of Services. Should the Ordering Entity elect to renew Product Support and Software Updates for Program licenses acquired pursuant to Section VI A. and VI B. above, the annual service fee for the renewal of such services shall not be increased greater than the percentages set forth below:

Not to Exceed Annual Increase Over Previous Year's Annual

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<u>1st Day of Support Period is Between</u>	<u>Service Fee for Product Support and Software Updates</u>
May 30, 2004 to May 29, 2005	0%
May 30, 2005 to May 29, 2006	0%
May 30, 2006 to May 29, 2007	0%
May 30, 2007 to May 29, 2008 [^]	0%

[^] For any service renewals placed during this period, the last day of the Support Period shall be May 29, 2008; the service fee shall be prorated accordingly.

C. Orders Placed Pursuant to Section VI A. Above.

1. For orders placed by DOE pursuant to the price hold in Section VI A. above, the ordering document generated by Oracle will contain the same terms included in the Contract Information section on the first page of this Ordering Document, the relevant terms contained in this Ordering Document (including but not limited to Exhibit A) and other terms mutually agreed to by the parties.
2. For orders placed by Federal prime contractors and/or Federal m & o contractors pursuant to the price hold in Section VI A. above, the ordering document generated by Oracle will include the information set forth below as the Contract Information, the relevant terms contained in this Ordering Document (including but not limited to Exhibit A) and other terms mutually agreed to by the parties.

Terms:	<p><u>[legal name of the Federal prime contractor or Federal m & o contractor]</u> ("Customer") and Oracle Corporation ("Oracle") agree that the ordering of the commercial items described herein is subject to Federal Acquisition Regulations ("FAR") Part 12. Additionally, the mandatory provisions of the Department of Energy Acquisition Regulations ("DEAR") shall also apply. Such commercial items shall be procured as an open market order, which, for ease of acquisition, shall also incorporate by reference the terms contained in Section IV (excluding Subsection 5. and Subsection 6.) and Section V (excluding the 1st and 2nd sentences of the first paragraph and the last paragraph/table of Subsection 6 and excluding Subsection 7.) of Oracle published GSA Schedule GS-35F-0108J. Collectively, these terms shall be defined as the agreement ("Agreement"). <u>This Ordering Document is placed in accordance with the Agreement and the terms set forth below.</u> This Ordering Document provides Customer under contract number <u>[insert Federal prime contract number or Federal m & o contract number]</u> with the terms and pricing that shall apply only to the acquisition of Program licenses and services by Customer on behalf of the Department of Energy ("DOE"). Customer shall transfer the Program licenses acquired herein to DOE subject to the terms of this Agreement and Ordering Document.</p>
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Deleted: In the event of any inconsistencies between the FAR Part 12, the mandatory provisions of the DEAR and Section IV and Section V of Oracle's published GSA Schedule GS-35F-0108J, the FAR Part 12 shall take precedence. In the event of any inconsistencies between the Agreement and the terms set forth in this Ordering Document, the terms set forth in this Ordering Document shall take precedence.

- D. License Migrations. The Ordering Entities may migrate previously acquired licenses to the Programs and license types set forth in Exhibit A in accordance with Oracle's standard migration policies in effect at the time the license is ordered.

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VII SPECIAL CONSIDERATION

- A. DOE has the option to place a single order in the amount of \$8,434,199.37 for the Program licenses and services set forth below pursuant to the terms set forth in Section VI C.1. above on or before November 30, 2003:

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1. All Program licenses ordered pursuant to this Ordering Document are for use by DOE in the United States, unless otherwise specified.

Description	License Type	Qty	
Real Application Clusters	Processor	18	
Partitioning	Processor	18	
Advanced Security	Processor	11	
Label Security	Processor	18	
Diagnostics Pack	Processor	11	
Tuning Pack	Processor	11	
Change Management Pack	Processor	11	
Internet Application Server Enterprise Edition	Processor	8	
Oracle Database Enterprise Edition	Named User Plus	10,056	Deleted: 9
Real Application Clusters	Named User Plus	10,726	Deleted: 9
Partitioning	Named User Plus	11,012	Deleted: 0
Advanced Security	Named User Plus	11,555	Deleted: 0
Label Security	Named User Plus	14,078	Deleted: 3
Diagnostics Pack	Named User Plus	11,513	Deleted: 0
Tuning Pack	Named User Plus	11,506	Deleted: 0
Change Management Pack	Named User Plus	11,833	Deleted: 0
Internet Application Server Enterprise Edition	Named User Plus	13,808	Deleted: 0
Collaboration Suite	Named User Plus	7,478	Deleted: 2
Balanced Scorecard	Application User	100	
Purchasing	Application User	10	
Procurement	Purchase Line	10,000	
Enterprise Asset Management	Application User	10	
Project Costing	Application User	10	
Project Billing	Application User	10	
Project Resource Management	Person	10	

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<u>Description</u>	<u>License Type</u>	<u>Qty</u>
Financials	Financial User	10
Internet Expenses	Expense Report	2,000
Human Resources	Person	600
Self Service Human Resources	Person	600
Training Administration	Trainee	600
Time and Labor	Person	600
HR Intelligence	Person	600

2. Product Support and Software Updates for all the Program licenses set forth in Section VII A.1. above for the Support Period (as that term is defined in Oracle's Technical Support policies) of twelve (12) months.
3. 500 Education Units.
4. 100 Business Days of Assisted Services.

B. In consideration for the fee of ~~\$8,434,199.37~~ for such order, Oracle shall:

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1. Not increase the annual service fee for the renewal of services, should DOE elect to renew Product Support and Software Updates for Program licenses acquired pursuant to Section VII A.1. above, greater than percentages set forth in Section VI B. above. (For the purposes of Section VI B., the prior year's annual service fee for Product Support and Software Updates for the Program licenses set forth in Section VII A.1. above is ~~\$1,247,816.57~~.)
2. Apply a service credit against the fee of ~~\$8,434,199.37~~ for the first year of Technical Support for this order (service credit shall be calculated as follows: \$426.15 times the number of days from the effective date of the order to May 29, 2004) provided the fee of \$4,991,207.33 has been paid.
3. Provide DOE with an amendment to this Ordering Document for the execution of DOE and Oracle which:
 - a. in Section IV C.2. above, delete all references to the service fee of "\$874,935.78" and replaces it with a service fee of "\$719,391.09" for Technical Support (Product Support and Software Updates); and
 - b. Replaces Exhibit C with Exhibit C Revised attached hereto as **Exhibit D**.

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This quote is valid through May 30, 2003 and shall become binding upon execution by DOE and acceptance by Oracle.

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DEPARTMENT OF ENERGY

ORACLE CORPORATION

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Effective Date: May 30, 2003

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Exhibit A
(Section III.B.)

License Definition and Rules

1. Definitions of License Type:

- Adapter: is defined as each software code interface, installed on each Application Interconnect hub, which facilitates communication of information between third party software applications and Programs.
- Application User, Field Sales User, Financials User, Inventory/Shipping User, Marketing User, Manufacturing User, Telesales User: is defined as an individual authorized by Customer to use the applicable licensed application Programs which are installed on a single server or on multiple servers regardless of whether the individual is actively using the Programs at any given time.
- Application Read-Only User: is defined as an individual authorized by Customer to run only queries or reports against the following application Programs for which Customer has also acquired non-read only application user licenses: Financials, Purchasing, Project Costing, Sales Contracts, Service Contracts, Project Contracts, Discrete Manufacturing and Process Manufacturing.
- Compensated Individual: is defined as an individual whose compensation or compensation calculations are generated by the Programs. The term Compensated Individual includes, but is not limited to, Customer employees, contractors, retirees, and any other Person.
- Computer: is defined as the computer on which the Programs are installed. A Computer license allows Customer to use the licensed Program on a single specified computer.
- \$M Cost of Goods Sold: is defined as one million U.S. dollars in the total cost of inventory that a company has sold during their fiscal year. If Cost of Goods Sold is unknown to Customer then Cost of Goods Sold shall be equal to 75% of total company revenue.
- Electronic Order Line: is defined as the total number of distinct order lines entered electronically into the Oracle Order Management, Purchasing or iStore application from any source (not manually entered by licensed Order Management Users, Purchasing Users, or Professional Users) during a 12 month period. This includes order lines originating as external EDI/XML transactions and/or sourced from other Oracle and non-Oracle applications. Customer may not exceed the licensed number of order lines during any 12 month period.
- Employee: is defined as an active employee of Customer. *(note: The value of these applications is determined by the size of the active employee population and not the number of actual users. Therefore, all of Customer active employees must be included in Customer order when licensing these applications.)*
- Expense Report: is defined as the total number of expense reports processed by Internet Expenses during a 12 month period. Customer may not exceed the licensed number of expense reports during any 12-month period.

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- **Field Technician:** is defined as an engineer, technician, representative, or other person who is dispatched by Customer, including the dispatchers, to the field using the Programs.
- **Invoice Line:** is defined as the total number of invoice line items processed by the Program during a 12 month period. Customer may not exceed the licensed number of Invoice Lines during any 12 month period unless Customer acquires additional Invoice Line licenses from Oracle.
- **Named User Plus:** is defined as an individual authorized by Customer to use the Programs which are installed on a single server or multiple servers, regardless of whether the individual is actively using the Programs at any given time. A non human operated device will be counted as a Named User Plus in addition to all individuals authorized to use the Programs, if such devices can access the Programs. If multiplexing hardware or software (e.g., a TP monitor or a web server product) is used, this number must be measured at the multiplexing front end. Automated batching of data from computer to computer is permitted. An individual authorized by Customer to use the Programs could be an employee of the Customer or a contractor to the Customer. Oracle makes no requirement on Customer as to (a) what combination of employees and contractors constitutes the humans users and (b) what combination of human users and non-human operated devices constitutes Customer's total actual users provided however that Customer is responsible for ensuring that the Named User Plus per Processor minimums are maintained for the Programs contained in the user minimum table in the Licensing Rules section; the minimums table provides for the minimum number of Named Users Plus required and all actual users must be licensed.
- **Order Line:** is defined as the total number of order entry line items processed by the Program during a 12 month period. Multiple order entry line items may be entered as part of an individual customer order or quote, and may also be automatically generated by the Oracle Configurator. Customer may not exceed the licensed number of Order Lines during any 12 month period unless Customer acquires additional Order Line licenses from Oracle.
- **Order Management User:** is defined as an individual authorized by Customer to use the applicable licensed application Programs which are installed on a single server or on multiple servers regardless of whether the individual is actively using the Programs at any given time. Order Management Users are allowed to manually enter orders directly into the Programs but any orders entered electronically from other sources must be licensed separately.
- **Person:** is defined as Customer's employee or contractor who is actively working on behalf of Customer's organization or a former employee who has one or more benefit plans managed by the system or continues to be paid through the system. For Time and Labor, a person is defined as an employee or contractor whose time or labor (piece work) or absences are managed by the system. For Project Resource Management, a person is defined as an individual who is scheduled on a project. The total number of licenses needed is to be based on the peak number of part-time and full-time people whose records are recorded in the system.
- **Processor:** shall be defined as all processors where the Programs are installed and/or running. Programs licensed on a Processor basis may be accessed by Customer's internal users (including agents and contractors) and by third party users. For the Healthcare Transaction Base program, only the processors on which Internet Application Server (Standard Edition and/or Enterprise Edition) and this Program are installed and/or running are counted for the purpose of determining the number of licenses required. For the iSupport, iStore and Configurator Programs, only the processors on which Internet Application Server (Standard Edition and/or Enterprise Edition) and the licensed Program are running are counted for the purpose of determining the number of licenses required for the licensed Program; under these licenses Customer may also install and/or run the licensed Program on the processors where a licensed Oracle Database (Standard Edition and/or Enterprise Edition) is installed and/or running.

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- **Purchase Line:** is defined as the total number of purchase line items processed by the application during a 12 month period. Multiple purchase lines may be created on either a requisition or purchase order or may be automatically generated by other Oracle Application Programs. For iProcurement, Purchase Lines are counted as all line items on an approved requisition created in iProcurement. For Purchasing Intelligence, Purchase Lines are counted as the line items on purchase orders processed through this application. This does not include communication on the same purchase order. For each application, Customer may not exceed the licensed number of Purchase Lines during any 12 month period unless Customer acquires additional Purchase Line licenses from Oracle. Customer may acquire a different number of Purchase Line licenses for each Program (the number of Purchase Lines for iProcurement could be a smaller number than for Purchasing Intelligence).
- **Purchasing User:** is defined as an individual authorized by Customer to use the applicable licensed application Programs which are installed on a single server or on multiple servers regardless of whether the individual is actively using the Programs at any given time. Purchasing Users are allowed to manually enter orders directly into the Programs but any orders entered electronically from other sources must be licensed separately components described in the product documentation.
- **Trainee:** is defined as an employee, contractor, student or other person who is being recorded by the program.
- **Workstation:** is defined as the client computer from which the Programs are being accessed, regardless of where the Program is installed.

2. Licensing Rules:

- Customer is responsible for ensuring that the following user minimums and maximum are maintained per Program that Customer licenses per Named User Plus:

<u>Program</u>	<u>Named User Minimum</u>
Oracle Database Enterprise Edition	25 Named User Plus licenses per Processor
Message Broker	10 Named User Plus licenses per Processor
Top Link	10 Named User Plus licenses per Processor
Internet Application Server Standard Edition	10 Named User Plus licenses per Processor
Internet Application Server Enterprise Edition	10 Named User Plus licenses per Processor

<u>Program</u>	<u>Named User Maximum</u>
Oracle Database Personal Edition	1 Named User Plus per database

- Customer is responsible for ensuring that the following restrictions are not violated:
 - Oracle Database Standard Edition may only be used on machines which have the ability to run a maximum of four (4) processors.
 - The number of option licenses to the Oracle Database Enterprise Edition (Real Application Clusters, Partitioning, OLAP, Data Mining, Spatial, Advanced Security and Label Security) must match the number of licenses of the associated database.

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- The number of option licenses to the Enterprise Manager (Diagnostic Pack, Tuning Pack, Change Management Pack and Management Pack for SAP R/3) must match the number of licenses of the associated database.
- Application licensing prerequisites as specified in the Applications Licensing Table located at <http://oracle.com/corporate/pricing>.
- The number of option licenses to the Internet Application Server Enterprise Edition (Personalization and Wireless Option) must match the number of licenses of the associated Internet Application Server Enterprise Edition.
- Customer's license for the Oracle Database Enterprise Edition includes the right to run the database on an unlicensed spare computer for up to a total of ten (10) separate days in any given calendar year. Any use beyond the right granted in the previous sentence must be licensed separately.

3. Other Definitions Related to Program Licenses:

- Primary Usage: is defined as each licensed user of the following applications: Financials, Discrete Manufacturing, Process Manufacturing, Project Costing and Purchasing. Each such licensed user is counted only once based on primary usage. Customer must specify how many users Customer is licensing for each application. Primary Usage of one of the applications listed above provides the licensed user with the right to use any or all of the other application Programs listed above for which Customer is licensed. Primary Usage does not provide Customer with the right to use other application Programs including the extensions or options to the application Programs listed above.

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Exhibit B
(Section IV D.4.)

List of Assisted Services

- Assist in implementing and developing a support portal for Customer that includes an environment that tracks relevant bugs and alert information as defined by Customer
- Managing, applying and verifying patches
- Establish a customized patch management process to help achieve desired service levels as defined by Customer and Oracle
- Provide patch management and bug database information via Customer's support portal
- Establish a standard Customer/Oracle database configuration to be made available on Customer's support portal
- Upgrade and implementation planning
- Assist in developing and maintaining system documentation related to Customer's hardware and software configuration
- Technical Assistance Request ("TAR") review and analysis, including: investigation of recent TAR reports; TAR filing, tracking and reporting; and recommendations designed to minimize future TARs
- Research features and functionality of Supported Program Licenses
- Provide available product-specific white papers and bulletins
- Database administration assistance
- System Administration assistance
- Plan for Oracle Program migration
- Capacity planning
- Establish appropriate procedures and guidelines to pursue, track and document TARs
- Assist Customer in managing Customer's help desk operations
- Evaluate overall performance of Customer's systems and develop recommendations for improving performance
- Monitor TARs and communicate status to Customer's designated Technical Support Contacts.
- Communicate critical support issues identified by Customer to Oracle's Technical Support center
- Assist in maintaining Oracle and Customer technical contact(s) list
- Assisting Customer in reviewing Oracle's current Technical Support service offerings
- Preparation of weekly written Status Reports for Customer's technical contact(s)
- Test case creation, filing, tracking, and reporting
- Bug report filing, tracking, and reporting
- Assistance with problem workarounds for open TARs
- Program installation assistance
- Assisting with the management, application and verification of Program patches
- Conduct quarterly account reviews
- Assistance with feasibility and proof-of-concept analysis and design assistance for Customer's planned IT projects that involve Supported Program Licenses
- At Customer's request, attend Customer IT planning meetings

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- Escalation management for severity 1 Oracle TARs
- Program release planning
- Research information on problems/questions posed by Customer's production and development DBA's
- Assistance with creation of a new database instance
- Performance tuning of the database
- Database performance analysis
- Evaluate Customer's current backup, recovery, and data replication procedures and provide recommendations for improving those procedures
- Assist Customer with the creation and implementation of backup and recovery procedures
- Assist Customer with the creation of a hot standby database instance.

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Exhibit C
(Section VI B.)

Price Hold

Set forth below is the license fee and service fee for the first year of Product Support and Software Updates for quantity 1 (unless so noted) of a particular Program/license type.

Description	License Type	License Fee	First Year	First Year
			Product Support	Software Updates
			Service Fee	Service Fee
Oracle Database Standard Edition	Named User Plus	\$120.00	\$8.40	\$18.00
Oracle Database Standard Edition	Processor	\$6,000.00	\$420.00	\$900.00
Oracle Database Enterprise Edition	Named User Plus	\$320.00	\$22.40	\$48.00
Oracle Database Enterprise Edition	Processor	\$16,000.00	\$1,120.00	\$2,400.00
Oracle Database Personal Edition	Named User Plus	\$160.00	\$11.20	\$24.00
Oracle Database Lite	Named User Plus	\$40.00	\$2.80	\$6.00
Real Application Clusters	Named User Plus	\$160.00	\$11.20	\$24.00
Real Application Clusters	Processor	\$8,000.00	\$560.00	\$1,200.00
Partitioning	Named User Plus	\$80.00	\$5.60	\$12.00
Partitioning	Processor	\$4,000.00	\$280.00	\$600.00
OLAP	Named User Plus	\$160.00	\$11.20	\$24.00
OLAP	Processor	\$8,000.00	\$560.00	\$1,200.00
Data Mining	Named User Plus	\$160.00	\$11.20	\$24.00
Data Mining	Processor	\$8,000.00	\$560.00	\$1,200.00
Spatial	Named User Plus	\$80.00	\$5.60	\$12.00
Spatial	Processor	\$4,000.00	\$280.00	\$600.00
Advanced Security	Named User Plus	\$80.00	\$5.60	\$12.00
Advanced Security	Processor	\$4,000.00	\$280.00	\$600.00
Label Security	Named User Plus	\$80.00	\$5.60	\$12.00
Label Security	Processor	\$4,000.00	\$280.00	\$600.00
Diagnostics Pack	Named User Plus	\$24.00	\$1.68	\$3.60
Diagnostics Pack	Processor	\$1,200.00	\$84.00	\$180.00
Tuning Pack	Named User Plus	\$24.00	\$1.68	\$3.60
Tuning Pack	Processor	\$1,200.00	\$84.00	\$180.00

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<u>Description</u>	<u>License Type</u>	<u>License Fee</u>	First Year	First Year
			Product Support <u>Service Fee</u>	Software Updates <u>Service Fee</u>
Change Management Pack	Named User Plus	\$24.00	\$1.68	\$3.60
Change Management Pack	Processor	\$1,200.00	\$84.00	\$180.00
Management Pack for SAP R/3	Named User Plus	\$24.00	\$1.68	\$3.60
Management Pack for SAP R/3	Processor	\$1,200.00	\$84.00	\$180.00
Internet Application Server Java Edition	Named User Plus	\$40.00	\$2.80	\$6.00
Internet Application Server Java Edition	Processor	\$2,000.00	\$140.00	\$300.00
Internet Application Server Standard Edition	Named User Plus	\$80.00	\$5.60	\$12.00
Internet Application Server Standard Edition	Processor	\$4,000.00	\$280.00	\$600.00
Internet Application Server Enterprise Edition	Named User Plus	\$160.00	\$11.20	\$24.00
Internet Application Server Enterprise Edition	Processor	\$8,000.00	\$560.00	\$1,200.00
Personalization	Named User Plus	\$80.00	\$5.60	\$12.00
Personalization	Processor	\$4,000.00	\$280.00	\$600.00
Wireless Option	Named User Plus	\$80.00	\$5.60	\$12.00
Wireless Option	Processor	\$4,000.00	\$280.00	\$600.00
Internet Developer Suite	Named User Plus	\$2,000.00	\$140.00	\$300.00
Discoverer Desktop Edition	Named User Plus	\$400.00	\$28.00	\$60.00
Jdeveloper	Named User Plus	\$398.00	\$27.86	\$59.70
Programmer	Named User Plus	\$400.00	\$28.00	\$60.00
Collaboration Suite	Named User Plus	\$24.00	\$2.00	\$4.00
Files	Named User Plus	\$18.00	\$1.20	\$3.20
Email	Named User Plus	\$18.00	\$1.20	\$3.20
Message Broker	Named User Plus	\$80.00	\$5.60	\$12.00
Message Broker	Processor	\$4,000.00	\$280.00	\$600.00
Pure Name & Address (North America)	Processor	\$8,000.00	\$560.00	\$1,200.00
Pure Name & Address (Latin America)	Processor	\$8,000.00	\$560.00	\$1,200.00
Pure Name & Address (EMEA)	Processor	\$8,000.00	\$560.00	\$1,200.00
Pure Name & Address (APAC)	Processor	\$8,000.00	\$560.00	\$1,200.00
Express Server	Named User Plus	\$320.00	\$22.40	\$48.00
Express Server	Processor	\$16,000.00	\$1,120.00	\$2,400.00
Express Analyzer	Named User Plus	\$320.00	\$22.40	\$48.00
Express Objects	Named User Plus	\$2,000.00	\$140.00	\$300.00

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<u>Description</u>	<u>License Type</u>	<u>License Fee</u>	First Year	First Year
			Product Support	Software Updates
			<u>Service Fee</u>	<u>Service Fee</u>
Open System Gateways	Computer	\$6,000.00	\$420.00	\$900.00
Mainframe Integration Gateways	Computer	\$38,000.00	\$2,660.00	\$5,700.00
Enterprise Integration Gateways	Computer	\$14,000.00	\$980.00	\$2,100.00
EDA/SQL Gateways	Computer	\$48,000.00	\$3,360.00	\$7,200.00
Each Additional EDA/SQL Driver	Computer	\$24,000.00	\$1,680.00	\$3,600.00
Interconnect Adapters	Per Adapter	\$12,000.00	\$840.00	\$1,800.00
E-Business Intelligence	Application User	\$1,598.00	\$111.86	\$239.70
Balanced Scorecard	Application User	\$798.00	\$55.86	\$119.70
Financials & Sales Analyzers	Application User	\$598.00	\$41.86	\$89.70
Marketing	Marketing User	\$1,998.00	\$139.86	\$299.70
Trade Management	Marketing User	\$1,198.00	\$83.86	\$179.70
TeleSales §	Telesales User	\$2,398.00	\$167.86	\$359.70
Advanced Pricing Option for Telesales	Telesales User	\$798.00	\$55.86	\$119.70
Field Sales	Field Sales User	\$1,598.00	\$111.86	\$239.70
Quoting	Field Sales User	\$478.00	\$33.46	\$71.70
Advanced Pricing Option for Quoting	Field Sales User	\$798.00	\$55.86	\$119.70
Incentive Compensation	Compensated Individual	\$198.00	\$13.86	\$29.70
Order Management	Order Management User	\$1,598.00	\$111.86	\$239.70
Order Management	Electronic Order Line	\$0.08	\$0.0056	\$0.01
Advanced Pricing for Order Management	Order Management User	\$798.00	\$55.86	\$119.70
Advanced Pricing for Order Management	Electronic Order Line	\$0.04	\$0.0028	\$0.01
Release Management	Order Line	\$0.08	\$0.0056	\$0.01
Configurator	Processor	\$60,000.00	\$4,200.00	\$9,000.00
iStore	Processor	\$20,000.00	\$1,400.00	\$3,000.00
Inventory Management	Inventory/Shipping User	\$1,598.00	\$111.86	\$239.70
Mobile Supply Chain Applications	Inventory/Shipping User	\$598.00	\$41.86	\$89.70
Warehouse Management	Inventory/Shipping User	\$1,200.00	\$84.00	\$180.00
Advanced Supply Chain Planning	\$M Cost of Goods Sold	\$600.00	\$42.00	\$90.00
Constraint Based Optimization	\$M Cost of Goods Sold	\$150.00	\$10.50	\$22.50
Inventory Optimization	\$M Cost of Goods Sold	\$300.00	\$21.00	\$45.00
Global Order Promising	\$M Cost of Goods Sold	\$120.00	\$8.40	\$18.00

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<u>Description</u>	<u>License Type</u>	<u>License Fee</u>	First Year	First Year
			Product Support	Software Updates
			<u>Service Fee</u>	<u>Service Fee</u>
Demand Planning	\$M Cost of Goods Sold	\$240.00	\$16.80	\$36.00
Purchasing	Purchasing User	\$1,598.00	\$111.86	\$239.70
Sourcing	Purchasing User	\$3,198.00	\$223.86	\$479.70
iSupplier Portal	Purchasing User	\$3,198.00	\$223.86	\$479.70
iProcurement	Purchase Line	\$2.00	\$0.14	\$0.30
Discrete Manufacturing	Manufacturing User	\$1,598.00	\$111.86	\$239.70
Mobile Supply Chain Applications	Manufacturing User	\$598.00	\$41.86	\$89.70
Flow Manufacturing	Manufacturing User	\$1,198.00	\$83.86	\$179.70
Manufacturing Scheduling	Manufacturing User	\$598.00	\$41.86	\$89.70
Process Manufacturing	Manufacturing User	\$1,598.00	\$111.86	\$239.70
Enterprise Asset Management	Application User	\$2,398.00	\$167.86	\$359.70
TeleService	Application User	\$1,598.00	\$111.86	\$239.70
Service Contracts	Application User	\$2,398.00	\$167.86	\$359.70
Field Service	Field Technician	\$1,198.00	\$83.86	\$179.70
Spares Management	Field Technician	\$398.00	\$27.86	\$59.70
Depot Repair	Application User	\$1,598.00	\$111.86	\$239.70
iSupport	Processor	\$20,000.00	\$1,400.00	\$3,000.00
Project Costing	Application User	\$1,598.00	\$111.86	\$239.70
Project Billing	Application User	\$1,198.00	\$83.86	\$179.70
Project Resource Management	Person	\$78.00	\$5.46	\$11.70
Project Contracts	Application User	\$2,398.00	\$167.86	\$359.70
CADView-3D	Application User	\$398.00	\$27.86	\$59.70
Financials	Financials User	\$1,598.00	\$111.86	\$239.70
Activity Based Management	Financials User	\$478.00	\$33.46	\$71.70
Advanced Collections	Financials User	\$478.00	\$33.46	\$71.70
Internet Expenses	Expense Report	\$2.00	\$0.14	\$0.30
iReceivables	1K Invoice Line	\$20.00	\$1.40	\$3.00
Treasury	Application User	\$9,998.00	\$699.86	\$1,499.70
Human Resources	Person	\$20.00	\$1.40	\$3.00
Self-Service Human Resources	Person	\$14.00	\$0.98	\$2.10

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<u>Description</u>	<u>License Type</u>	<u>License Fee</u>	First Year Product Support <u>Service Fee</u>	First Year Software Updates <u>Service Fee</u>
Advanced Benefits	Person	\$16.00	\$1.12	\$2.40
Training Administration	Trainee	\$12.00	\$0.84	\$1.80
iLearning	Trainee	\$12.00	\$0.84	\$1.80
Payroll	Person	\$24.00	\$1.68	\$3.60
HR Intelligence	Person	\$10.00	\$0.70	\$1.50
Advanced Inbound Telephony	Workstation	\$398.00	\$27.86	\$59.70
Advanced Outbound Telephony	Workstation	\$398.00	\$27.86	\$59.70
Scripting	Workstation	\$238.00	\$16.66	\$35.70
eMail Center	Workstation	\$798.00	\$55.86	\$119.70
Tutor for Applications	Application User	\$198.00	\$13.86	\$29.70
Self-Service Tutor for Applications	Employee	\$8.00	\$0.56	\$1.20
Applications Read-Only User	Application Read-Only User	\$598.00	\$41.86	\$89.70

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Exhibit D
(Section VI B.3.b.)

Revised Price Hold – Subject to Section VI B.3.b.

The total of the license fees for all Program licenses on a single order (“List License Fee”) determines the tier level (“Tier Level”). The Tier Level determines the appropriate discount to be applied to the license fee and the service fee for the first year of Product Support and Software Updates. Set forth below is the license fee and service fee for the first year of Product Support and Software Updates for quantity 1 (unless so noted) of a particular Program/license type as well as the appropriate discount for each Tier Level. In no event shall the Tier Level be determined based upon the license fees for all Programs on several orders. Additionally, if a single order contains Program licenses where fees due Oracle are determined using a method or discounts other than as set in Section VI A. and below, the license fees for such Program licenses shall not be included as part of the License List Price for the order.

<u>License List Price</u>	<u>Tier Level</u>
\$0 - \$5,880,000	Tier 1
\$5,880,001 - \$11,760,000	Tier 2
\$11,760,001 - \$17,650,000	Tier 3
\$17,650,001 - \$23,530,000	Tier 4
\$23,530,001 - \$29,410,000	Tier 5
\$29,410,001 - and above	Tier 6

<u>Description</u>	<u>License Type</u>	<u>License Fee</u>	<u>First Year Product Support Service Fee</u>	<u>First Year Software Updates Service Fee</u>	<u>Tier 1</u>	<u>Tier 2</u>	<u>Tier 3</u>	<u>Tier 4</u>	<u>Tier 5</u>	<u>Tier 6</u>
DOE Technology Bundle Enterprise Edition^	Named User Plus	\$1,780.00	\$102.53	\$217.87	72%	73%	74%	75%	76%	77%
DOE Technology Bundle Enterprise Edition^	Processor	\$89,000.00	\$5,126.40	\$10,893.60	72%	73%	74%	75%	76%	77%
Oracle Database Standard Edition	Named User Plus	\$300.00	\$17.28	\$36.72	72%	72%	72%	72%	72%	72%
Oracle Database Standard Edition	Processor	\$15,000.00	\$864.00	\$1,836.00	72%	72%	72%	72%	72%	72%
Oracle Database Enterprise Edition	Named User Plus	\$800.00	\$46.08	\$97.92	72%	73%	74%	75%	76%	77%
Oracle Database Enterprise Edition	Processor	\$40,000.00	\$2,304.00	\$4,896.00	72%	73%	74%	75%	76%	77%
Oracle Database Personal Edition	Named User Plus	\$400.00	\$23.04	\$48.96	72%	72%	72%	72%	72%	72%
Oracle Database Lite	Named User Plus	\$100.00	\$5.76	\$12.24	72%	72%	72%	72%	72%	72%
Real Application Clusters	Named User Plus	\$400.00	\$23.04	\$48.96	72%	73%	74%	75%	76%	77%
Real Application Clusters	Processor	\$20,000.00	\$1,152.00	\$2,448.00	72%	73%	74%	75%	76%	77%

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			First Year Product Support Service	First Year Software Updates Service							
<u>Description</u>	<u>License Type</u>	<u>Fee</u>	<u>Fee</u>	<u>Fee</u>	<u>Tier 1</u>	<u>Tier 2</u>	<u>Tier 3</u>	<u>Tier 4</u>	<u>Tier 5</u>	<u>Tier 6</u>	
Partitioning	Named User Plus	\$200.00	\$11.52	\$24.48	72%	73%	74%	75%	76%	77%	
Partitioning	Processor	\$10,000.00	\$576.00	\$1,224.00	72%	73%	74%	75%	76%	77%	
OLAP	Named User Plus	\$400.00	\$23.04	\$48.96	72%	72%	72%	72%	72%	72%	
OLAP	Processor	\$20,000.00	\$1,152.00	\$2,448.00	72%	72%	72%	72%	72%	72%	
Data Mining	Named User Plus	\$400.00	\$23.04	\$48.96	72%	72%	72%	72%	72%	72%	
Data Mining	Processor	\$20,000.00	\$1,152.00	\$2,448.00	72%	72%	72%	72%	72%	72%	
Spatial	Named User Plus	\$200.00	\$11.52	\$24.48	72%	72%	72%	72%	72%	72%	
Spatial	Processor	\$10,000.00	\$576.00	\$1,224.00	72%	72%	72%	72%	72%	72%	
Advanced Security	Named User Plus	\$200.00	\$11.52	\$24.48	72%	73%	74%	75%	76%	77%	
Advanced Security	Processor	\$10,000.00	\$576.00	\$1,224.00	72%	73%	74%	75%	76%	77%	
Label Security	Named User Plus	\$200.00	\$11.52	\$24.48	72%	73%	74%	75%	76%	77%	
Label Security	Processor	\$10,000.00	\$576.00	\$1,224.00	72%	73%	74%	75%	76%	77%	
Diagnostics Pack	Named User Plus	\$60.00	\$3.46	\$7.34	72%	73%	74%	75%	76%	77%	
Diagnostics Pack	Processor	\$3,000.00	\$172.80	\$367.20	72%	73%	74%	75%	76%	77%	
Tuning Pack	Named User Plus	\$60.00	\$3.46	\$7.34	72%	73%	74%	75%	76%	77%	
Tuning Pack	Processor	\$3,000.00	\$172.80	\$367.20	72%	73%	74%	75%	76%	77%	
Change Management Pack	Named User Plus	\$60.00	\$3.46	\$7.34	72%	73%	74%	75%	76%	77%	
Change Management Pack	Processor	\$3,000.00	\$172.80	\$367.20	72%	73%	74%	75%	76%	77%	
Management Pack for SAP R/3	Named User Plus	\$60.00	\$3.46	\$7.34	72%	72%	72%	72%	72%	72%	
Management Pack for SAP R/3	Processor	\$3,000.00	\$172.80	\$367.20	72%	72%	72%	72%	72%	72%	
Internet Application Server Java Edition	Named User Plus	\$100.00	\$5.76	\$12.24	72%	72%	72%	72%	72%	72%	
Internet Application Server Java Edition	Processor	\$5,000.00	\$288.00	\$612.00	72%	72%	72%	72%	72%	72%	
Internet Application Server Standard Edition	Named User Plus	\$200.00	\$11.52	\$24.48	72%	72%	72%	72%	72%	72%	
Internet Application Server Standard Edition	Processor	\$10,000.00	\$576.00	\$1,224.00	72%	72%	72%	72%	72%	72%	
Internet Application Server Enterprise Edition	Named User Plus	\$400.00	\$23.04	\$48.96	72%	73%	74%	75%	76%	77%	
Internet Application Server Enterprise Edition	Processor	\$20,000.00	\$1,152.00	\$2,448.00	72%	73%	74%	75%	76%	77%	
Personalization	Named User Plus	\$200.00	\$11.52	\$24.48	72%	72%	72%	72%	72%	72%	
Personalization	Processor	\$10,000.00	\$576.00	\$1,224.00	72%	72%	72%	72%	72%	72%	

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<u>Description</u>	<u>License Type</u>	First Year		<u>Tier 1</u>	<u>Tier 2</u>	<u>Tier 3</u>	<u>Tier 4</u>	<u>Tier 5</u>	<u>Tier 6</u>
		<u>License Fee</u>	<u>Product Support Service Fee</u>						
Wireless Option	Named User Plus	\$200.00	\$11.52	\$24.48	72%	72%	72%	72%	72%
Wireless Option	Processor	\$10,000.00	\$576.00	\$1,224.00	72%	72%	72%	72%	72%
Internet Developer Suite	Named User Plus	\$5,000.00	\$288.00	\$612.00	72%	72%	72%	72%	72%
Discoverer Desktop Edition	Named User Plus	\$1,000.00	\$57.60	\$122.40	72%	72%	72%	72%	72%
Jdeveloper	Named User Plus	\$995.00	\$57.31	\$121.79	72%	72%	72%	72%	72%
Programmer	Named User Plus	\$1,000.00	\$57.60	\$122.40	72%	72%	72%	72%	72%
Collaboration Suite	Named User Plus	\$60.00	\$5.00	\$10.00	65%	65%	65%	65%	65%
Files	Named User Plus	\$45.00	\$3.00	\$8.00	65%	65%	65%	65%	65%
Email	Named User Plus	\$45.00	\$3.00	\$8.00	65%	65%	65%	65%	65%
Message Broker	Named User Plus	\$200.00	\$11.52	\$24.48	72%	72%	72%	72%	72%
Message Broker	Processor	\$10,000.00	\$576.00	\$1,224.00	72%	72%	72%	72%	72%
Pure Name & Address (North America)	Processor	\$20,000.00	\$1,152.00	\$2,448.00	72%	72%	72%	72%	72%
Pure Name & Address (Latin America)	Processor	\$20,000.00	\$1,152.00	\$2,448.00	72%	72%	72%	72%	72%
Pure Name & Address (EMEA)	Processor	\$20,000.00	\$1,152.00	\$2,448.00	72%	72%	72%	72%	72%
Pure Name & Address (APAC)	Processor	\$20,000.00	\$1,152.00	\$2,448.00	72%	72%	72%	72%	72%
Express Server	Named User Plus	\$800.00	\$46.08	\$97.92	72%	72%	72%	72%	72%
Express Server	Processor	\$40,000.00	\$2,304.00	\$4,896.00	72%	72%	72%	72%	72%
Express Analyzer	Named User Plus	\$800.00	\$46.08	\$97.92	72%	72%	72%	72%	72%
Express Objects	Named User Plus	\$5,000.00	\$288.00	\$612.00	72%	72%	72%	72%	72%
Open System Gateways	Computer	\$15,000.00	\$864.00	\$1,836.00	72%	72%	72%	72%	72%
Mainframe Integration Gateways	Computer	\$95,000.00	\$5,472.00	\$11,628.00	72%	72%	72%	72%	72%
Enterprise Integration Gateways	Computer	\$35,000.00	\$2,016.00	\$4,284.00	72%	72%	72%	72%	72%
EDA/SQL Gateways	Computer	\$120,000.00	\$6,912.00	\$14,688.00	72%	72%	72%	72%	72%
Each Additional EDA/SQL Driver	Computer	\$60,000.00	\$3,456.00	\$7,344.00	72%	72%	72%	72%	72%
Interconnect Adapters	Per Adapter	\$30,000.00	\$1,728.00	\$3,672.00	72%	72%	72%	72%	72%
E-Business Intelligence	Application User	\$3,995.00	\$230.11	\$488.99	65%	66%	67%	68%	69%
Balanced Scorecard	Application User	\$1,995.00	\$114.91	\$244.19	65%	66%	67%	68%	69%
Financials & Sales Analyzers	Application User	\$1,495.00	\$86.11	\$182.99	65%	66%	67%	68%	69%

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			First Year	First Year						
			Product	Software						
			Support	Updates						
		License	Service	Service						
Description	License Type	Fee	Fee	Fee	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5	Tier 6
Marketing	Marketing User	\$4,995.00	\$287.71	\$611.39	65%	66%	67%	68%	69%	70%
Trade Management	Marketing User	\$2,995.00	\$172.51	\$366.59	65%	66%	67%	68%	69%	70%
TeleSales	Telesales User	\$5,995.00	\$345.31	\$733.79	65%	66%	67%	68%	69%	70%
Advanced Pricing Option for Telesales	Telesales User	\$1,995.00	\$114.91	\$244.19	65%	66%	67%	68%	69%	70%
Field Sales	Field Sales User	\$3,995.000	\$230.11	\$488.99	65%	66%	67%	68%	69%	70%
Quoting	Field Sales User	\$1,195.00	\$68.83	\$146.27	65%	66%	67%	68%	69%	70%
Advanced Pricing Option for Quoting	Field Sales User	\$1,995.00	\$114.91	\$244.19	65%	66%	67%	68%	69%	70%
Incentive Compensation	Compensated Individual	\$495.00	\$28.51	\$60.59	65%	66%	67%	68%	69%	70%
Order Management	Order Management User	\$3,995.00	\$230.11	\$488.99	65%	66%	67%	68%	69%	70%
Order Management	Electronic Order Line	\$0.2000	\$0.0115	\$0.0245	65%	66%	67%	68%	69%	70%
Advanced Pricing for Order Management	Order Management User	\$1,995.00	\$114.91	\$244.19	65%	66%	67%	68%	69%	70%
Advanced Pricing for Order Management	Electronic Order Line	\$0.1000	\$0.0058	\$0.0122	65%	66%	67%	68%	69%	70%
Release Management	Order Line	\$0.2000	\$0.0115	\$0.0245	65%	66%	67%	68%	69%	70%
Configurator	Processor	\$150,000.00	\$8,640.00	\$18,360.00	65%	66%	67%	68%	69%	70%
iStore	Processor	\$50,000.00	\$2,880.00	\$6,120.00	65%	66%	67%	68%	69%	70%
Inventory Management	Inventory/Shipping User	\$3,995.00	\$230.11	\$488.99	65%	66%	67%	68%	69%	70%
Mobile Supply Chain Applications	Inventory/Shipping User	\$1,495.00	\$86.11	\$182.99	65%	66%	67%	68%	69%	70%
Warehouse Management	Inventory/Shipping User	\$3,000.00	\$172.80	\$367.20	65%	66%	67%	68%	69%	70%
Advanced Supply Chain Planning	\$M Cost of Goods Sold	\$1,500.00	\$86.40	\$183.60	65%	66%	67%	68%	69%	70%
Constraint Based Optimization	\$M Cost of Goods Sold	\$375.00	\$21.60	\$45.90	65%	66%	67%	68%	69%	70%
Inventory Optimization	\$M Cost of Goods Sold	\$750.00	\$43.20	\$91.80	65%	66%	67%	68%	69%	70%
Global Order Promising	\$M Cost of Goods Sold	\$300.00	\$17.28	\$36.72	65%	66%	67%	68%	69%	70%
Demand Planning	\$M Cost of Goods Sold	\$600.00	\$34.56	\$73.44	65%	66%	67%	68%	69%	70%
Purchasing	Purchasing User	\$3,995.00	\$230.11	\$488.99	65%	66%	67%	68%	69%	70%
Sourcing	Purchasing User	\$7,995.00	\$460.51	\$978.59	65%	66%	67%	68%	69%	70%
iSupplier Portal	Purchasing User	\$7,995.00	\$460.51	\$978.59	65%	66%	67%	68%	69%	70%
iProcurement	Purchase Line	\$5.00	\$0.29	\$0.61	65%	66%	67%	68%	69%	70%
Discrete Manufacturing	Manufacturing User	\$3,995.00	\$230.11	\$488.99	65%	66%	67%	68%	69%	70%

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<u>Description</u>	<u>License Type</u>	First Year		First Year Software Updates Service	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5	Tier 6
		License Fee	Product Support Service Fee							
Mobile Supply Chain Applications	Manufacturing User	\$1,495.00	\$86.11	\$182.99	65%	66%	67%	68%	69%	70%
Flow Manufacturing	Manufacturing User	\$2,995.00	\$172.51	\$366.59	65%	66%	67%	68%	69%	70%
Manufacturing Scheduling	Manufacturing User	\$1,495.00	\$86.11	\$182.99	65%	66%	67%	68%	69%	70%
Process Manufacturing	Manufacturing User	\$3,995.00	\$230.11	\$488.99	65%	66%	67%	68%	69%	70%
Enterprise Asset Management	Application User	\$5,995.00	\$345.31	\$733.79	65%	66%	67%	68%	69%	70%
TeleService	Application User	\$3,995.00	\$230.11	\$488.99	65%	66%	67%	68%	69%	70%
Service Contracts	Application User	\$5,995.00	\$345.31	\$733.79	65%	66%	67%	68%	69%	70%
Field Service	Field Technician	\$2,995.00	\$172.51	\$366.59	65%	66%	67%	68%	69%	70%
Spares Management	Field Technician	\$995.00	\$57.31	\$121.79	65%	66%	67%	68%	69%	70%
Depot Repair	Application User	\$3,995.00	\$230.11	\$488.99	65%	66%	67%	68%	69%	70%
iSupport	Processor	\$50,000.00	\$2,880.00	\$6,120.00	65%	66%	67%	68%	69%	70%
Project Costing	Application User	\$3,995.00	\$230.11	\$488.99	65%	66%	67%	68%	69%	70%
Project Billing	Application User	\$2,995.00	\$172.51	\$366.59	65%	66%	67%	68%	69%	70%
Project Resource Management	Person	\$195.00	\$11.23	\$23.87	65%	66%	67%	68%	69%	70%
Project Contracts	Application User	\$5,995.00	\$345.31	\$733.79	65%	66%	67%	68%	69%	70%
CADView-3D	Application User	\$995.00	\$57.31	\$121.79	65%	66%	67%	68%	69%	70%
Financials	Financials User	\$3,995.00	\$230.11	\$488.99	65%	66%	67%	68%	69%	70%
Activity Based Management	Financials User	\$1,195.00	\$68.83	\$146.27	65%	66%	67%	68%	69%	70%
Advanced Collections	Financials User	\$1,195.00	\$68.83	\$146.27	65%	66%	67%	68%	69%	70%
Internet Expenses	Expense Report	\$5.00	\$0.29	\$0.61	65%	66%	67%	68%	69%	70%
iReceivables	1K Invoice Line	\$50.00	\$2.88	\$6.12	65%	66%	67%	68%	69%	70%
Treasury	Application User	\$24,995.00	\$1,439.71	\$3,059.39	65%	66%	67%	68%	69%	70%
Human Resources	Person	\$50.00	\$2.88	\$6.12	65%	66%	67%	68%	69%	70%
Self-Service Human Resources	Person	\$35.00	\$2.02	\$4.28	65%	66%	67%	68%	69%	70%
Advanced Benefits	Person	\$40.00	\$2.30	\$4.90	65%	66%	67%	68%	69%	70%
Training Administration	Trainee	\$30.00	\$1.73	\$3.67	65%	66%	67%	68%	69%	70%
iLearning	Trainee	\$30.00	\$1.73	\$3.67	65%	66%	67%	68%	69%	70%
Payroll	Person	\$60.00	\$3.46	\$7.34	65%	66%	67%	68%	69%	70%

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AR_V4_R12

<u>Description</u>	<u>License Type</u>	First Year		<u>Fee</u>	<u>Tier 1</u>	<u>Tier 2</u>	<u>Tier 3</u>	<u>Tier 4</u>	<u>Tier 5</u>	<u>Tier 6</u>
		License	Product Support Service							
HR Intelligence	Person	\$25.00	\$1.44	\$3.06	65%	66%	67%	68%	69%	70%
Advanced Inbound Telephony	Workstation	\$995.00	\$57.31	\$121.79	65%	66%	67%	68%	69%	70%
Advanced Outbound Telephony	Workstation	\$995.00	\$57.31	\$121.79	65%	66%	67%	68%	69%	70%
Scripting	Workstation	\$595.00	\$34.27	\$72.83	65%	66%	67%	68%	69%	70%
eMail Center	Workstation	\$1,995.00	\$114.91	\$244.19	65%	66%	67%	68%	69%	70%
Tutor for Applications	Application User	\$495.00	\$28.51	\$60.59	65%	66%	67%	68%	69%	70%
Self-Service Tutor for Applications	Employee	\$20.00	\$1.15	\$2.45	65%	66%	67%	68%	69%	70%
Applications Read-Only User	Application Read-Only User	\$1,495.00	\$86.11	\$182.99	65%	66%	67%	68%	69%	70%

^ The following Programs are included in the DOE Bundle Enterprise Edition: Oracle Database Enterprise Edition, Advanced Security, Label Security, Diagnostics Pack, Tuning Pack, Change Management Pack and Internet Application Server Enterprise Edition.

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ADDENDUM D.2**I CLIN 0001 TO BE EXERCISED AS THE FIRST DELIVERY ORDER AGAINST THE MASTER CONTRACT**

A. Program Licenses. Set forth below is a comprehensive list of the Program licenses that are included in CLIN 0001:

<u>Description</u>	<u>License Type</u>	<u>Qty</u>
Oracle Database Enterprise Edition	Processor	7
Real Application Clusters	Processor	7
Partitioning	Processor	7
Advanced Security	Processor	7
Label Security	Processor	7
Diagnostics Pack	Processor	7
Tuning Pack	Processor	7
Change Management Pack	Processor	7
Internet Application Server Enterprise Edition	Processor	7
Oracle Database Enterprise Edition	Named User Plus	4,800
Real Application Clusters	Named User Plus	4,800
Partitioning	Named User Plus	4,800
Advanced Security	Named User Plus	4,800
Label Security	Named User Plus	4,800
Diagnostics Pack	Named User Plus	4,800
Tuning Pack	Named User Plus	4,800
Change Management Pack	Named User Plus	4,800
Internet Application Server Enterprise Edition	Named User Plus	4,800
Collaboration Suite	Named User Plus	4,800
iSupport	Processor	25
TeleService	Application User	150
eMail Center	Workstation	150

B. Services Detail. Set forth below is a description of the services that are included in CLIN 0001:

1. Product Support and Software Updates for all the Program licenses set forth in CLIN 0001 above for the Support Period commencing May 30, 2004 and ending May 29, 2004.
2. 100 Business Days of Assisted Services (A detailed description of Assisted Services is set forth in Exhibit A to this Addendum D.2.).

C. Fee for CLIN 0001. The fee due Oracle for CLIN 0001 is \$4,991,207.

- D. Service Fee for Renewal of Technical Support for CLIN 0001. DOE may renew Product Support and Software Updates for the Program licenses set forth in CLIN 0001 for the Support Periods and at the services fees set forth below:

<u>CLIN</u>	<u>Support Period</u>	<u>Service Fee for Product Support and Software Updates</u>
0001a	May 30, 2004 to May 29, 2005	\$874,935.78
0001b	May 30, 2005 to May 29, 2006	\$874,935.78
0001c	May 30, 2006 to May 29, 2007	\$874,935.78
0001d	May 30, 2007 to May 29, 2008	\$874,935.78

- E. Delivery/Installation Requirement for CLIN 0001. There is no delivery required for CLIN 001; DOE acknowledges that Oracle has delivered to the location specified above, one (1) copy of the software media and one (1) set of Program Documentation (in the form generally available) for each Program listed in Section I A. above that is currently available in production release as of the Effective Date of this Ordering Document. DOE shall be responsible for installation of the software.

II CLIN 0002 EXPIRES ON NOVEMBER 30, 2003*

- A. Program Licenses. Set forth below is a comprehensive list of the Program licenses that are included in CLIN 0002:

<u>Description</u>	<u>License Type</u>	<u>Qty</u>
Real Application Clusters	Processor	18
Partitioning	Processor	18
Advanced Security	Processor	11
Label Security	Processor	18
Diagnostics Pack	Processor	11
Tuning Pack	Processor	11
Change Management Pack	Processor	11
Internet Application Server Enterprise Edition	Processor	8
Oracle Database Enterprise Edition	Named User Plus	10,056
Real Application Clusters	Named User Plus	10,726
Partitioning	Named User Plus	11,012
Advanced Security	Named User Plus	11,555
Label Security	Named User Plus	14,078
Diagnostics Pack	Named User Plus	11,513
Tuning Pack	Named User Plus	11,506
Change Management Pack	Named User Plus	11,833
Internet Application Server Enterprise Edition	Named User Plus	13,808
Collaboration Suite	Named User Plus	7,478
Balanced Scorecard	Application User	100
Purchasing	Application User	10

Procurement	Purchase Line	10,000
Enterprise Asset Management	Application User	10
Project Costing	Application User	10
Project Billing	Application User	10
Project Resource Management	Person	10
Financials	Financial User	10
Internet Expenses	Expense Report	2,000
Human Resources	Person	600
Self Service Human Resources	Person	600
Training Administration	Trainee	600
Time and Labor	Person	600
HR Intelligence	Person	600

* If on November 30, 2003, DOE is under a continuing resolution, Oracle agrees to change the expiration date of CLIN 0002 to the earlier of: thirty (30) days after DOE's budget is signed into law or May 15, 2004.

B. Services Detail. Set forth below is a description of the services that are included in CLIN 0002:

1. Product Support and Software Updates for all the Program licenses set forth in CLIN 0002 above for the Support Period commencing on the effective date of the order on which CLIN 0002 is acquired and ending 12 months from such date.
2. 500 Education Units.
3. 100 Business Days of Assisted Services. (A detailed description of Assisted Services is set forth in Exhibit A to this Addendum D.2.)

C. Fee for CLIN 0002. The fee due Oracle for CLIN 0002 is \$8,434,199.37 less a service credit. The service credit is equal to \$426.15 times the number of days from the effective date of the delivery order for CLIN 0002 to May 29, 2004. The service credit may only be applied if the fee for CLIN 0001 (\$4,991,207.33) has been paid in full when the delivery order for CLIN 0002 is issued.

D. Service Fee for Renewal of Technical Support for CLIN 0002. DOE may renew Product Support and Software Updates for the Program licenses set forth in CLIN 0002 for the Support Periods and at the services fees set forth below. (1st day of the each renewal year shall be the anniversary of the date on which CLIN 0002 was ordered.)

<u>CLIN</u>	<u>Support Period</u>	<u>Service Fee for Product Support and Software Updates</u>
0002a	1 st Renewal Year	\$1,247,819.57
0002b	2 nd Renewal Year	\$1,247,819.57
0002c	3 rd Renewal Year	\$1,247,819.57
0002d	4 th Renewal Year**	\$1,247,819.57**

** Support Period ends May 29, 2008; the service fee shall be prorated accordingly.

- E. Delivery/Installation Requirement for CLIN 0002. The delivery terms for this CLIN 0002 shall be specified on the relevant deliver order. DOE shall be responsible for installation of the software.
- F. Changes to CLIN 0001 Effective as of the Effective Date on Delivery Order for CLIN 0002.
 - 1. The service fee of “\$874,935.78” in CLIN 0001a, 0001b, 0001c and 0001d is deleted and replaced with the service fee of “\$719,391.09”; and
 - 2. The IDIQ Price Table, which is Exhibit B to this Addendum D.2, is deleted and the IDIQ Price Table, which is Exhibit C to this Addendum D.2 is effective for the duration of the Master Contract.

Exhibit A

Description of Assisted Services

- Assist in implementing and developing a support portal for Customer that includes an environment that tracks relevant bugs and alert information as defined by Customer
- Managing, applying and verifying patches
- Establish a customized patch management process to help achieve desired service levels as defined by Customer and Oracle
- Provide patch management and bug database information via Customer's support portal
- Establish a standard Customer/Oracle database configuration to be made available on Customer's support portal
- Upgrade and implementation planning
- Assist in developing and maintaining system documentation related to Customer's hardware and software configuration
- Technical Assistance Request ("TAR") review and analysis, including: investigation of recent TAR reports; TAR filing, tracking and reporting; and recommendations designed to minimize future TARs
- Research features and functionality of Supported Program Licenses
- Provide available product-specific white papers and bulletins
- Database administration assistance
- System Administration assistance
- Plan for Oracle Program migration
- Capacity planning
- Establish appropriate procedures and guidelines to pursue, track and document TARs
- Assist Customer in managing Customer's help desk operations
- Evaluate overall performance of Customer's systems and develop recommendations for improving performance
- Monitor TARs and communicate status to Customer's designated Technical Support Contacts.
- Communicate critical support issues identified by Customer to Oracle's Technical Support center
- Assist in maintaining Oracle and Customer technical contact(s) list
- Assisting Customer in reviewing Oracle's current Technical Support service offerings
- Preparation of weekly written Status Reports for Customer's technical contact(s)
- Test case creation, filing, tracking, and reporting
- Bug report filing, tracking, and reporting
- Assistance with problem workarounds for open TARs
- Program installation assistance
- Assisting with the management, application and verification of Program patches
- Conduct quarterly account reviews
- Assistance with feasibility and proof-of-concept analysis and design assistance for Customer's planned IT projects that involve Supported Program Licenses
- At Customer's request, attend Customer IT planning meetings
- Escalation management for severity 1 Oracle TARs
- Program release planning

- Research information on problems/questions posed by Customer's production and development DBA's
- Assistance with creation of a new database instance
- Performance tuning of the database
- Database performance analysis
- Evaluate Customer's current backup, recovery, and data replication procedures and provide recommendations for improving those procedures
- Assist Customer with the creation and implementation of backup and recovery procedures
- Assist Customer with the creation of a hot standby database instance.

Exhibit B

IDIQ Price Table in effect as of Effective Date of the Master Contract

1. Set forth below is the license fee and service fee for the first year of Product Support and Software Updates for quantity 1 (unless so noted) of a particular Program/license type.

CLIN	Description	License Type	License Fee	First Year	First Year
				Product Support Service Fee	Software Updates Service Fee
0003	Oracle Database Standard Edition	Named User Plus	\$120.00	\$8.40	\$18.00
0004	Oracle Database Standard Edition	Processor	\$6,000.00	\$420.00	\$900.00
0005	Oracle Database Enterprise Edition	Named User Plus	\$320.00	\$22.40	\$48.00
0006	Oracle Database Enterprise Edition	Processor	\$16,000.00	\$1,120.00	\$2,400.00
0007	Oracle Database Personal Edition	Named User Plus	\$160.00	\$11.20	\$24.00
0008	Oracle Database Lite	Named User Plus	\$40.00	\$2.80	\$6.00
0009	Real Application Clusters	Named User Plus	\$160.00	\$11.20	\$24.00
0010	Real Application Clusters	Processor	\$8,000.00	\$560.00	\$1,200.00
0011	Partitioning	Named User Plus	\$80.00	\$5.60	\$12.00
0012	Partitioning	Processor	\$4,000.00	\$280.00	\$600.00
0013	OLAP	Named User Plus	\$160.00	\$11.20	\$24.00
0014	OLAP	Processor	\$8,000.00	\$560.00	\$1,200.00
0015	Data Mining	Named User Plus	\$160.00	\$11.20	\$24.00
0016	Data Mining	Processor	\$8,000.00	\$560.00	\$1,200.00
0017	Spatial	Named User Plus	\$80.00	\$5.60	\$12.00
0018	Spatial	Processor	\$4,000.00	\$280.00	\$600.00
0019	Advanced Security	Named User Plus	\$80.00	\$5.60	\$12.00
0020	Advanced Security	Processor	\$4,000.00	\$280.00	\$600.00
0021	Label Security	Named User Plus	\$80.00	\$5.60	\$12.00
0022	Label Security	Processor	\$4,000.00	\$280.00	\$600.00
0023	Diagnostics Pack	Named User Plus	\$24.00	\$1.68	\$3.60
0024	Diagnostics Pack	Processor	\$1,200.00	\$84.00	\$180.00
0025	Tuning Pack	Named User Plus	\$24.00	\$1.68	\$3.60
0026	Tuning Pack	Processor	\$1,200.00	\$84.00	\$180.00

CLIN	Description	License Type	License Fee	First Year	First Year
				Product Support Service Fee	Software Updates Service Fee
0027	Change Management Pack	Named User Plus	\$24.00	\$1.68	\$3.60
0028	Change Management Pack	Processor	\$1,200.00	\$84.00	\$180.00
0029	Management Pack for SAP R/3	Named User Plus	\$24.00	\$1.68	\$3.60
0030	Management Pack for SAP R/3	Processor	\$1,200.00	\$84.00	\$180.00
0031	Internet Application Server Java Edition	Named User Plus	\$40.00	\$2.80	\$6.00
0032	Internet Application Server Java Edition	Processor	\$2,000.00	\$140.00	\$300.00
0033	Internet Application Server Standard Edition	Named User Plus	\$80.00	\$5.60	\$12.00
0034	Internet Application Server Standard Edition	Processor	\$4,000.00	\$280.00	\$600.00
0035	Internet Application Server Enterprise Edition	Named User Plus	\$160.00	\$11.20	\$24.00
0036	Internet Application Server Enterprise Edition	Processor	\$8,000.00	\$560.00	\$1,200.00
0037	Personalization	Named User Plus	\$80.00	\$5.60	\$12.00
0038	Personalization	Processor	\$4,000.00	\$280.00	\$600.00
0039	Wireless Option	Named User Plus	\$80.00	\$5.60	\$12.00
0040	Wireless Option	Processor	\$4,000.00	\$280.00	\$600.00
0041	Internet Developer Suite	Named User Plus	\$2,000.00	\$140.00	\$300.00
0042	Discoverer Desktop Edition	Named User Plus	\$400.00	\$28.00	\$60.00
0043	Jdeveloper	Named User Plus	\$398.00	\$27.86	\$59.70
0044	Programmer	Named User Plus	\$400.00	\$28.00	\$60.00
0045	Collaboration Suite	Named User Plus	\$24.00	\$2.00	\$4.00
0046	Files	Named User Plus	\$18.00	\$1.20	\$3.20
0047	Email	Named User Plus	\$18.00	\$1.20	\$3.20
0048	Message Broker	Named User Plus	\$80.00	\$5.60	\$12.00
0049	Message Broker	Processor	\$4,000.00	\$280.00	\$600.00
0050	Pure Name & Address (North America)	Processor	\$8,000.00	\$560.00	\$1,200.00
0051	Pure Name & Address (Latin America)	Processor	\$8,000.00	\$560.00	\$1,200.00
0052	Pure Name & Address (EMEA)	Processor	\$8,000.00	\$560.00	\$1,200.00
0053	Pure Name & Address (APAC)	Processor	\$8,000.00	\$560.00	\$1,200.00
0054	Express Server	Named User Plus	\$320.00	\$22.40	\$48.00
0055	Express Server	Processor	\$16,000.00	\$1,120.00	\$2,400.00
0056	Express Analyzer	Named User Plus	\$320.00	\$22.40	\$48.00
0057	Express Objects	Named User Plus	\$2,000.00	\$140.00	\$300.00

CLIN	Description	License Type	License Fee	First Year	First Year
				Product Support Service Fee	Software Updates Service Fee
0058	Open System Gateways	Computer	\$6,000.00	\$420.00	\$900.00
0059	Mainframe Integration Gateways	Computer	\$38,000.00	\$2,660.00	\$5,700.00
0060	Enterprise Integration Gateways	Computer	\$14,000.00	\$980.00	\$2,100.00
0061	EDA/SQL Gateways	Computer	\$48,000.00	\$3,360.00	\$7,200.00
0062	Each Additional EDA/SQL Driver	Computer	\$24,000.00	\$1,680.00	\$3,600.00
0063	Interconnect Adapters	Per Adapter	\$12,000.00	\$840.00	\$1,800.00
0064	E-Business Intelligence	Application User	\$1,598.00	\$111.86	\$239.70
0065	Balanced Scorecard	Application User	\$798.00	\$55.86	\$119.70
0066	Financials & Sales Analyzers	Application User	\$598.00	\$41.86	\$89.70
0067	Marketing	Marketing User	\$1,998.00	\$139.86	\$299.70
0068	Trade Management	Marketing User	\$1,198.00	\$83.86	\$179.70
0069	TeleSales	Telesales User	\$2,398.00	\$167.86	\$359.70
0070	Advanced Pricing Option for Telesales	Telesales User	\$798.00	\$55.86	\$119.70
0071	Field Sales	Field Sales User	\$1,598.00	\$111.86	\$239.70
0072	Quoting	Field Sales User	\$478.00	\$33.46	\$71.70
0073	Advanced Pricing Option for Quoting	Field Sales User	\$798.00	\$55.86	\$119.70
0074	Incentive Compensation	Compensated Individual	\$198.00	\$13.86	\$29.70
0075	Order Management	Order Management User	\$1,598.00	\$111.86	\$239.70
0076	Order Management	Electronic Order Line	\$0.08	\$0.0056	\$0.01
0077	Advanced Pricing for Order Management	Order Management User	\$798.00	\$55.86	\$119.70
0078	Advanced Pricing for Order Management	Electronic Order Line	\$0.04	\$0.0028	\$0.01
0079	Release Management	Order Line	\$0.08	\$0.0056	\$0.01
0080	Configurator	Processor	\$60,000.00	\$4,200.00	\$9,000.00
0081	iStore	Processor	\$20,000.00	\$1,400.00	\$3,000.00
0082	Inventory Management	Inventory/Shipping User	\$1,598.00	\$111.86	\$239.70
0083	Mobile Supply Chain Applications	Inventory/Shipping User	\$598.00	\$41.86	\$89.70
0084	Warehouse Management	Inventory/Shipping User	\$1,200.00	\$84.00	\$180.00
0085	Advanced Supply Chain Planning	\$M Cost of Goods Sold	\$600.00	\$42.00	\$90.00
0086	Constraint Based Optimization	\$M Cost of Goods Sold	\$150.00	\$10.50	\$22.50
0087	Inventory Optimization	\$M Cost of Goods Sold	\$300.00	\$21.00	\$45.00
0088	Global Order Promising	\$M Cost of Goods Sold	\$120.00	\$8.40	\$18.00

CLIN	Description	License Type	License Fee	First Year	First Year
				Product Support Service Fee	Software Updates Service Fee
0089	Demand Planning	\$M Cost of Goods Sold	\$240.00	\$16.80	\$36.00
0090	Purchasing	Purchasing User	\$1,598.00	\$111.86	\$239.70
0091	Sourcing	Purchasing User	\$3,198.00	\$223.86	\$479.70
0092	iSupplier Portal	Purchasing User	\$3,198.00	\$223.86	\$479.70
0093	iProcurement	Purchase Line	\$2.00	\$0.14	\$0.30
0094	Discrete Manufacturing	Manufacturing User	\$1,598.00	\$111.86	\$239.70
0095	Mobile Supply Chain Applications	Manufacturing User	\$598.00	\$41.86	\$89.70
0096	Flow Manufacturing	Manufacturing User	\$1,198.00	\$83.86	\$179.70
0097	Manufacturing Scheduling	Manufacturing User	\$598.00	\$41.86	\$89.70
0098	Process Manufacturing	Manufacturing User	\$1,598.00	\$111.86	\$239.70
0099	Enterprise Asset Management	Application User	\$2,398.00	\$167.86	\$359.70
0100	TeleService	Application User	\$1,598.00	\$111.86	\$239.70
0101	Service Contracts	Application User	\$2,398.00	\$167.86	\$359.70
0102	Field Service	Field Technician	\$1,198.00	\$83.86	\$179.70
0103	Spares Management	Field Technician	\$398.00	\$27.86	\$59.70
0104	Depot Repair	Application User	\$1,598.00	\$111.86	\$239.70
0105	iSupport	Processor	\$20,000.00	\$1,400.00	\$3,000.00
0106	Project Costing	Application User	\$1,598.00	\$111.86	\$239.70
0107	Project Billing	Application User	\$1,198.00	\$83.86	\$179.70
0108	Project Resource Management	Person	\$78.00	\$5.46	\$11.70
0109	Project Contracts	Application User	\$2,398.00	\$167.86	\$359.70
0110	CADView-3D	Application User	\$398.00	\$27.86	\$59.70
0111	Financials	Financials User	\$1,598.00	\$111.86	\$239.70
0112	Activity Based Management	Financials User	\$478.00	\$33.46	\$71.70
0113	Advanced Collections	Financials User	\$478.00	\$33.46	\$71.70
0114	Internet Expenses	Expense Report	\$2.00	\$0.14	\$0.30
0115	iReceivables	1K Invoice Line	\$20.00	\$1.40	\$3.00
0116	Treasury	Application User	\$9,998.00	\$699.86	\$1,499.70
0117	Human Resources	Person	\$20.00	\$1.40	\$3.00
0118	Self-Service Human Resources	Person	\$14.00	\$0.98	\$2.10

CLIN	Description	License Type	License Fee	First Year	First Year
				Product Support Service Fee	Software Updates Service Fee
0119	Advanced Benefits	Person	\$16.00	\$1.12	\$2.40
0120	Training Administration	Trainee	\$12.00	\$0.84	\$1.80
0121	iLearning	Trainee	\$12.00	\$0.84	\$1.80
0122	Payroll	Person	\$24.00	\$1.68	\$3.60
0123	HR Intelligence	Person	\$10.00	\$0.70	\$1.50
0124	Advanced Inbound Telephony	Workstation	\$398.00	\$27.86	\$59.70
0125	Advanced Outbound Telephony	Workstation	\$398.00	\$27.86	\$59.70
0126	Scripting	Workstation	\$238.00	\$16.66	\$35.70
0127	eMail Center	Workstation	\$798.00	\$55.86	\$119.70
0128	Tutor for Applications	Application User	\$198.00	\$13.86	\$29.70
0129	Self-Service Tutor for Applications	Employee	\$8.00	\$0.56	\$1.20
0130	Applications Read-Only User	Application Read-Only User	\$598.00	\$41.86	\$89.70
0131	Additional CD Pack	N/A	TBD		

2. Should the Ordering Entity elect to renew Product Support and Software Updates for Program licenses acquired pursuant to this Exhibit B and the Master Contract, the annual service fee for the renewal of such services shall not be increased greater than the percentages set forth below:

<u>1st Day of Support Period is Between</u>	<u>Not to Exceed Annual Increase Over Previous Year's Annual Service Fee for Product Support and Software Updates</u>
May 30, 2004 to May 29, 2005	0%
May 30, 2005 to May 29, 2006	0%
May 30, 2006 to May 29, 2007	0%
May 30, 2007 to May 29, 2008 [^]	0%

- [^] For any service renewals placed during this period, the last day of the Support Period shall be May 29, 2008; the service fee shall be prorated accordingly.

Exhibit C**IDIQ Price Table in Effect Only Upon the Effective Date of the Delivery Order For CLIN 0002**

1. The total of the license fees for all Program licenses on a single order ("List License Fee") determines the tier level ("Tier Level"). The Tier Level determines the appropriate discount to be applied to the license fee and the service fee for the first year of Product Support and Software Updates. Set forth below is the license fee and service fee for the first year of Product Support and Software Updates for quantity 1 (unless so noted) of a particular Program/license type as well as the appropriate discount for each Tier Level. In no event shall the Tier Level be determined based upon the license fees for all Programs on several orders. Additionally, if a single order contains Program licenses where fees due Oracle are determined using a method or discounts other than as set in Section VI A. and below, the license fees for such Program licenses shall not be included as part of the License List Price for the order.

<u>License List Price</u>	<u>Tier Level</u>	<u>CLIN Suffix</u>
\$0 - \$5,880,000	Tier 1	a
\$5,880,001 - \$11,760,000	Tier 2	b
\$11,760,001 - \$17,650,000	Tier 3	c
\$17,650,001 - \$23,530,000	Tier 4	d
\$23,530,001 - \$29,410,000	Tier 5	e
\$29,410,001 - and above	Tier 6	f

CLIN	Description	License Type	License Fee	First Year	First Year	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5	Tier 6
				Product Support Service Fee	Software Updates Service Fee						
0140	DOE Technology Bundle Enterprise Edition^^	Named User Plus	\$1,780.00	\$102.53	\$217.87	72%	73%	74%	75%	76%	77%
0141	DOE Technology Bundle Enterprise Edition^^	Processor	\$89,000.00	\$5,126.40	\$10,893.60	72%	73%	74%	75%	76%	77%
0142	Oracle Database Standard Edition	Named User Plus	\$300.00	\$17.28	\$36.72	72%	72%	72%	72%	72%	72%
0143	Oracle Database Standard Edition	Processor	\$15,000.00	\$864.00	\$1,836.00	72%	72%	72%	72%	72%	72%
0144	Oracle Database Enterprise Edition	Named User Plus	\$800.00	\$46.08	\$97.92	72%	73%	74%	75%	76%	77%
0145	Oracle Database Enterprise Edition	Processor	\$40,000.00	\$2,304.00	\$4,896.00	72%	73%	74%	75%	76%	77%
0146	Oracle Database Personal Edition	Named User Plus	\$400.00	\$23.04	\$48.96	72%	72%	72%	72%	72%	72%
0147	Oracle Database Lite	Named User Plus	\$100.00	\$5.76	\$12.24	72%	72%	72%	72%	72%	72%
0148	Real Application Clusters	Named User Plus	\$400.00	\$23.04	\$48.96	72%	73%	74%	75%	76%	77%
0149	Real Application Clusters	Processor	\$20,000.00	\$1,152.00	\$2,448.00	72%	73%	74%	75%	76%	77%

CLIN	Description	License Type	License Fee	First Year	First Year	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5	Tier 6
				Product Support Service Fee	Software Updates Service Fee						
0150	Partitioning	Named User Plus	\$200.00	\$11.52	\$24.48	72%	73%	74%	75%	76%	77%
0151	Partitioning	Processor	\$10,000.00	\$576.00	\$1,224.00	72%	73%	74%	75%	76%	77%
0152	OLAP	Named User Plus	\$400.00	\$23.04	\$48.96	72%	72%	72%	72%	72%	72%
0153	OLAP	Processor	\$20,000.00	\$1,152.00	\$2,448.00	72%	72%	72%	72%	72%	72%
0154	Data Mining	Named User Plus	\$400.00	\$23.04	\$48.96	72%	72%	72%	72%	72%	72%
0155	Data Mining	Processor	\$20,000.00	\$1,152.00	\$2,448.00	72%	72%	72%	72%	72%	72%
0156	Spatial	Named User Plus	\$200.00	\$11.52	\$24.48	72%	72%	72%	72%	72%	72%
0157	Spatial	Processor	\$10,000.00	\$576.00	\$1,224.00	72%	72%	72%	72%	72%	72%
0158	Advanced Security	Named User Plus	\$200.00	\$11.52	\$24.48	72%	73%	74%	75%	76%	77%
0159	Advanced Security	Processor	\$10,000.00	\$576.00	\$1,224.00	72%	73%	74%	75%	76%	77%
0160	Label Security	Named User Plus	\$200.00	\$11.52	\$24.48	72%	73%	74%	75%	76%	77%
0161	Label Security	Processor	\$10,000.00	\$576.00	\$1,224.00	72%	73%	74%	75%	76%	77%
0162	Diagnostics Pack	Named User Plus	\$60.00	\$3.46	\$7.34	72%	73%	74%	75%	76%	77%
0163	Diagnostics Pack	Processor	\$3,000.00	\$172.80	\$367.20	72%	73%	74%	75%	76%	77%
0164	Tuning Pack	Named User Plus	\$60.00	\$3.46	\$7.34	72%	73%	74%	75%	76%	77%
0165	Tuning Pack	Processor	\$3,000.00	\$172.80	\$367.20	72%	73%	74%	75%	76%	77%
0166	Change Management Pack	Named User Plus	\$60.00	\$3.46	\$7.34	72%	73%	74%	75%	76%	77%
0167	Change Management Pack	Processor	\$3,000.00	\$172.80	\$367.20	72%	73%	74%	75%	76%	77%
0168	Management Pack for SAP R/3	Named User Plus	\$60.00	\$3.46	\$7.34	72%	72%	72%	72%	72%	72%
0169	Management Pack for SAP R/3	Processor	\$3,000.00	\$172.80	\$367.20	72%	72%	72%	72%	72%	72%
0170	Internet Application Server Java Edition	Named User Plus	\$100.00	\$5.76	\$12.24	72%	72%	72%	72%	72%	72%
0171	Internet Application Server Java Edition	Processor	\$5,000.00	\$288.00	\$612.00	72%	72%	72%	72%	72%	72%
0172	Internet Application Server Standard Edition	Named User Plus	\$200.00	\$11.52	\$24.48	72%	72%	72%	72%	72%	72%
0173	Internet Application Server Standard Edition	Processor	\$10,000.00	\$576.00	\$1,224.00	72%	72%	72%	72%	72%	72%
0174	Internet Application Server Enterprise Edition	Named User Plus	\$400.00	\$23.04	\$48.96	72%	73%	74%	75%	76%	77%
0175	Internet Application Server Enterprise Edition	Processor	\$20,000.00	\$1,152.00	\$2,448.00	72%	73%	74%	75%	76%	77%
0176	Personalization	Named User Plus	\$200.00	\$11.52	\$24.48	72%	72%	72%	72%	72%	72%
0177	Personalization	Processor	\$10,000.00	\$576.00	\$1,224.00	72%	72%	72%	72%	72%	72%

CLIN	Description	License Type	License Fee	First Year	First Year	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5	Tier 6
				Product Support Service Fee	Software Updates Service Fee						
0178	Wireless Option	Named User Plus	\$200.00	\$11.52	\$24.48	72%	72%	72%	72%	72%	72%
0179	Wireless Option	Processor	\$10,000.00	\$576.00	\$1,224.00	72%	72%	72%	72%	72%	72%
0180	Internet Developer Suite	Named User Plus	\$5,000.00	\$288.00	\$612.00	72%	72%	72%	72%	72%	72%
0181	Discoverer Desktop Edition	Named User Plus	\$1,000.00	\$57.60	\$122.40	72%	72%	72%	72%	72%	72%
0182	Jdeveloper	Named User Plus	\$995.00	\$57.31	\$121.79	72%	72%	72%	72%	72%	72%
0183	Programmer	Named User Plus	\$1,000.00	\$57.60	\$122.40	72%	72%	72%	72%	72%	72%
0184	Collaboration Suite	Named User Plus	\$60.00	\$5.00	\$10.00	65%	65%	65%	65%	65%	65%
0185	Files	Named User Plus	\$45.00	\$3.00	\$8.00	65%	65%	65%	65%	65%	65%
0186	Email	Named User Plus	\$45.00	\$3.00	\$8.00	65%	65%	65%	65%	65%	65%
0187	Message Broker	Named User Plus	\$200.00	\$11.52	\$24.48	72%	72%	72%	72%	72%	72%
0188	Message Broker	Processor	\$10,000.00	\$576.00	\$1,224.00	72%	72%	72%	72%	72%	72%
0189	Pure Name & Address (North America)	Processor	\$20,000.00	\$1,152.00	\$2,448.00	72%	72%	72%	72%	72%	72%
0190	Pure Name & Address (Latin America)	Processor	\$20,000.00	\$1,152.00	\$2,448.00	72%	72%	72%	72%	72%	72%
0191	Pure Name & Address (EMEA)	Processor	\$20,000.00	\$1,152.00	\$2,448.00	72%	72%	72%	72%	72%	72%
0192	Pure Name & Address (APAC)	Processor	\$20,000.00	\$1,152.00	\$2,448.00	72%	72%	72%	72%	72%	72%
0193	Express Server	Named User Plus	\$800.00	\$46.08	\$97.92	72%	72%	72%	72%	72%	72%
0194	Express Server	Processor	\$40,000.00	\$2,304.00	\$4,896.00	72%	72%	72%	72%	72%	72%
0195	Express Analyzer	Named User Plus	\$800.00	\$46.08	\$97.92	72%	72%	72%	72%	72%	72%
0196	Express Objects	Named User Plus	\$5,000.00	\$288.00	\$612.00	72%	72%	72%	72%	72%	72%
0197	Open System Gateways	Computer	\$15,000.00	\$864.00	\$1,836.00	72%	72%	72%	72%	72%	72%
0198	Mainframe Integration Gateways	Computer	\$95,000.00	\$5,472.00	\$11,628.00	72%	72%	72%	72%	72%	72%
0199	Enterprise Integration Gateways	Computer	\$35,000.00	\$2,016.00	\$4,284.00	72%	72%	72%	72%	72%	72%
0200	EDA/SQL Gateways	Computer	\$120,000.00	\$6,912.00	\$14,688.00	72%	72%	72%	72%	72%	72%
0201	Each Additional EDA/SQL Driver	Computer	\$60,000.00	\$3,456.00	\$7,344.00	72%	72%	72%	72%	72%	72%
0202	Interconnect Adapters	Per Adapter	\$30,000.00	\$1,728.00	\$3,672.00	72%	72%	72%	72%	72%	72%
0203	E-Business Intelligence	Application User	\$3,995.00	\$230.11	\$488.99	65%	66%	67%	68%	69%	70%
0204	Balanced Scorecard	Application User	\$1,995.00	\$114.91	\$244.19	65%	66%	67%	68%	69%	70%
0205	Financials & Sales Analyzers	Application User	\$1,495.00	\$86.11	\$182.99	65%	66%	67%	68%	69%	70%

CLIN	Description	License Type	License Fee	First Year	First Year	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5	Tier 6
				Product Support Service Fee	Software Updates Service Fee						
0206	Marketing	Marketing User	\$4,995.00	\$287.71	\$611.39	65%	66%	67%	68%	69%	70%
0207	Trade Management	Marketing User	\$2,995.00	\$172.51	\$366.59	65%	66%	67%	68%	69%	70%
0208	TeleSales	Telesales User	\$5,995.00	\$345.31	\$733.79	65%	66%	67%	68%	69%	70%
0209	Advanced Pricing Option for Telesales	Telesales User	\$1,995.00	\$114.91	\$244.19	65%	66%	67%	68%	69%	70%
0210	Field Sales	Field Sales User	\$3,995.00	\$230.11	\$488.99	65%	66%	67%	68%	69%	70%
0211	Quoting	Field Sales User	\$1,195.00	\$68.83	\$146.27	65%	66%	67%	68%	69%	70%
0212	Advanced Pricing Option for Quoting	Field Sales User	\$1,995.00	\$114.91	\$244.19	65%	66%	67%	68%	69%	70%
0213	Incentive Compensation	Compensated Individual	\$495.00	\$28.51	\$60.59	65%	66%	67%	68%	69%	70%
0214	Order Management	Order Management User	\$3,995.00	\$230.11	\$488.99	65%	66%	67%	68%	69%	70%
0215	Order Management	Electronic Order Line	\$0.2000	\$0.0115	\$0.0245	65%	66%	67%	68%	69%	70%
0216	Advanced Pricing for Order Management	Order Management User	\$1,995.00	\$114.91	\$244.19	65%	66%	67%	68%	69%	70%
0217	Advanced Pricing for Order Management	Electronic Order Line	\$0.1000	\$0.0058	\$0.0122	65%	66%	67%	68%	69%	70%
0218	Release Management	Order Line	\$0.2000	\$0.0115	\$0.0245	65%	66%	67%	68%	69%	70%
0219	Configurator	Processor	\$150,000.00	\$8,640.00	\$18,360.00	65%	66%	67%	68%	69%	70%
0220	iStore	Processor	\$50,000.00	\$2,880.00	\$6,120.00	65%	66%	67%	68%	69%	70%
0221	Inventory Management	Inventory/Shipping User	\$3,995.00	\$230.11	\$488.99	65%	66%	67%	68%	69%	70%
0222	Mobile Supply Chain Applications	Inventory/Shipping User	\$1,495.00	\$86.11	\$182.99	65%	66%	67%	68%	69%	70%
0223	Warehouse Management	Inventory/Shipping User	\$3,000.00	\$172.80	\$367.20	65%	66%	67%	68%	69%	70%
0224	Advanced Supply Chain Planning	\$M Cost of Goods Sold	\$1,500.00	\$86.40	\$183.60	65%	66%	67%	68%	69%	70%
0225	Constraint Based Optimization	\$M Cost of Goods Sold	\$375.00	\$21.60	\$45.90	65%	66%	67%	68%	69%	70%
0226	Inventory Optimization	\$M Cost of Goods Sold	\$750.00	\$43.20	\$91.80	65%	66%	67%	68%	69%	70%
0227	Global Order Promising	\$M Cost of Goods Sold	\$300.00	\$17.28	\$36.72	65%	66%	67%	68%	69%	70%
0228	Demand Planning	\$M Cost of Goods Sold	\$600.00	\$34.56	\$73.44	65%	66%	67%	68%	69%	70%
0229	Purchasing	Purchasing User	\$3,995.00	\$230.11	\$488.99	65%	66%	67%	68%	69%	70%
0230	Sourcing	Purchasing User	\$7,995.00	\$460.51	\$978.59	65%	66%	67%	68%	69%	70%
0231	iSupplier Portal	Purchasing User	\$7,995.00	\$460.51	\$978.59	65%	66%	67%	68%	69%	70%
0232	iProcurement	Purchase Line	\$5.00	\$0.29	\$0.61	65%	66%	67%	68%	69%	70%
0233	Discrete Manufacturing	Manufacturing User	\$3,995.00	\$230.11	\$488.99	65%	66%	67%	68%	69%	70%

CLIN	Description	License Type	License Fee	First Year	First Year	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5	Tier 6
				Product Support Service Fee	Software Updates Service Fee						
0234	Mobile Supply Chain Applications	Manufacturing User	\$1,495.00	\$86.11	\$182.99	65%	66%	67%	68%	69%	70%
0235	Flow Manufacturing	Manufacturing User	\$2,995.00	\$172.51	\$366.59	65%	66%	67%	68%	69%	70%
0236	Manufacturing Scheduling	Manufacturing User	\$1,495.00	\$86.11	\$182.99	65%	66%	67%	68%	69%	70%
0237	Process Manufacturing	Manufacturing User	\$3,995.00	\$230.11	\$488.99	65%	66%	67%	68%	69%	70%
0238	Enterprise Asset Management	Application User	\$5,995.00	\$345.31	\$733.79	65%	66%	67%	68%	69%	70%
0239	TeleService	Application User	\$3,995.00	\$230.11	\$488.99	65%	66%	67%	68%	69%	70%
0240	Service Contracts	Application User	\$5,995.00	\$345.31	\$733.79	65%	66%	67%	68%	69%	70%
0241	Field Service	Field Technician	\$2,995.00	\$172.51	\$366.59	65%	66%	67%	68%	69%	70%
0242	Spares Management	Field Technician	\$995.00	\$57.31	\$121.79	65%	66%	67%	68%	69%	70%
0243	Depot Repair	Application User	\$3,995.00	\$230.11	\$488.99	65%	66%	67%	68%	69%	70%
0244	iSupport	Processor	\$50,000.00	\$2,880.00	\$6,120.00	65%	66%	67%	68%	69%	70%
0245	Project Costing	Application User	\$3,995.00	\$230.11	\$488.99	65%	66%	67%	68%	69%	70%
0246	Project Billing	Application User	\$2,995.00	\$172.51	\$366.59	65%	66%	67%	68%	69%	70%
0247	Project Resource Management	Person	\$195.00	\$11.23	\$23.87	65%	66%	67%	68%	69%	70%
0248	Project Contracts	Application User	\$5,995.00	\$345.31	\$733.79	65%	66%	67%	68%	69%	70%
0249	CADView-3D	Application User	\$995.00	\$57.31	\$121.79	65%	66%	67%	68%	69%	70%
0250	Financials	Financials User	\$3,995.00	\$230.11	\$488.99	65%	66%	67%	68%	69%	70%
0251	Activity Based Management	Financials User	\$1,195.00	\$68.83	\$146.27	65%	66%	67%	68%	69%	70%
0252	Advanced Collections	Financials User	\$1,195.00	\$68.83	\$146.27	65%	66%	67%	68%	69%	70%
0253	Internet Expenses	Expense Report	\$5.00	\$0.29	\$0.61	65%	66%	67%	68%	69%	70%
0254	iReceivables	1K Invoice Line	\$50.00	\$2.88	\$6.12	65%	66%	67%	68%	69%	70%
0255	Treasury	Application User	\$24,995.00	\$1,439.71	\$3,059.39	65%	66%	67%	68%	69%	70%
0256	Human Resources	Person	\$50.00	\$2.88	\$6.12	65%	66%	67%	68%	69%	70%
0257	Self-Service Human Resources	Person	\$35.00	\$2.02	\$4.28	65%	66%	67%	68%	69%	70%
0258	Advanced Benefits	Person	\$40.00	\$2.30	\$4.90	65%	66%	67%	68%	69%	70%
0259	Training Administration	Trainee	\$30.00	\$1.73	\$3.67	65%	66%	67%	68%	69%	70%
0260	iLearning	Trainee	\$30.00	\$1.73	\$3.67	65%	66%	67%	68%	69%	70%
0261	Payroll	Person	\$60.00	\$3.46	\$7.34	65%	66%	67%	68%	69%	70%

CLIN	Description	License Type	License Fee	First Year	First Year	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5	Tier 6
				Product Support Service Fee	Software Updates Service Fee						
0262	HR Intelligence	Person	\$25.00	\$1.44	\$3.06	65%	66%	67%	68%	69%	70%
0263	Advanced Inbound Telephony	Workstation	\$995.00	\$57.31	\$121.79	65%	66%	67%	68%	69%	70%
0264	Advanced Outbound Telephony	Workstation	\$995.00	\$57.31	\$121.79	65%	66%	67%	68%	69%	70%
0265	Scripting	Workstation	\$595.00	\$34.27	\$72.83	65%	66%	67%	68%	69%	70%
0266	eMail Center	Workstation	\$1,995.00	\$114.91	\$244.19	65%	66%	67%	68%	69%	70%
0267	Tutor for Applications	Application User	\$495.00	\$28.51	\$60.59	65%	66%	67%	68%	69%	70%
0268	Self-Service Tutor for Applications	Employee	\$20.00	\$1.15	\$2.45	65%	66%	67%	68%	69%	70%
0279	Applications Read-Only User	Application Read-Only User	\$1,495.00	\$86.11	\$182.99	65%	66%	67%	68%	69%	70%
0280	CD Pack	N/A	TBD								

2. Should the Ordering Entity elect to renew Product Support and Software Updates for Program licenses acquired pursuant to this Exhibit B and the Master Contract, the annual service fee for the renewal of such services shall not be increased greater than the percentages set forth below:

<u>1st Day of Support Period is Between</u>	<u>Not to Exceed Annual Increase Over Previous Year's Annual Service Fee for Product Support and Software Updates</u>
May 30, 2004 to May 29, 2005	0%
May 30, 2005 to May 29, 2006	0%
May 30, 2006 to May 29, 2007	0%
May 30, 2007 to May 29, 2008 [^]	0%

[^] For any service renewals placed during this period, the last day of the Support Period shall be May 29, 2008; the service fee shall be prorated accordingly.

^{^^} The following Programs are included in the DOE Bundle Enterprise Edition: Oracle Database Enterprise Edition, Advanced Security, Label Security, Diagnostics Pack, Tuning Pack, Change Management Pack and Internet Application Server Enterprise Edition.

ADDENDUM D.4**I DEFINED TERMS**

- A. A “Business Day” is defined as up to eight (8) hours of Assisted Services at one time by one (1) Technical Support Engineer.
- B. “Delivery Date” means the date on which the Programs are delivered, or if no delivery is necessary, the effective date of the relevant delivery order. .
- C. “DOE” or “Customer” means the Department of Energy. Where the context is required, DOE or Customer shall mean Ordering Entity as defined in Section II.C.
- D. An “Education Unit” entitles DOE to acquire education products and services as specified in the Oracle University catalog in effect at the time an Education Unit is utilized. Education Units acquired hereunder may only be used in the United States. DOE may be required to execute standard Oracle order materials in conjunction with utilizing Education Units.
- E. “Program” or “Programs” means the software products ordered under this Master Contract, and Updates (as defined in Oracle’s Technical Support Policies) acquired under Technical Support, and Program Documentation.
- F. “Program Documentation” is defined as the Program user manuals and Program installation manuals.
- G. “Supported Program License” is defined as a Program license for which Product Support and Software Updates has been ordered for the relevant time period.
- H. “Suite” is defined as all the functional software components described in the Program Documentation.
- I. “Technical Support” means Program support provided under Oracle’s Technical Support Policies in effect on the date Technical Support is ordered.

II RIGHTS GRANTED AND ENTITES AUTHORIZED TO PLACE ORDERS

- A. Program Licenses.
 - 1. Oracle grants to DOE a nonexclusive license to use the Programs for the business operations of DOE for the Program licenses ordered under the Master Contract subject to the use limitations specified or referenced in the Master Contract, the relevant delivery order and the Program Documentation.
 - 2. Exhibit A to this Addendum D.4 sets forth the definitions of the license type and license rules that apply to the Program licenses acquired under this Master Contract.

- B. License Term. The Program licenses acquired pursuant to this Master Contract do not specify a license term; the Program licenses are perpetual and shall continue unless terminated as otherwise provided in the Master Agreement. DOE is advised that, in accordance with Section X and Oracle's Technical Support Policies, any de-support of Program licenses (expiration, non-renewal, cancellation or otherwise) may affect the perpetuity of a Program license.
- C. Authorized to Place Orders. DOE, as well as its Federal prime contractors and Federal maintenance & operations ("M&O") contractors authorized in writing by DOE CIO (individually, the "Ordering Entity" and collectively, the "Ordering Entities") may acquire the Programs licenses and services specified herein. Delivery orders placed by Federal prime contractors or Federal M&O contractors shall include an affirmative statement that the terms and pricing shall apply to the acquisition of Program licenses and services by the contractors only on behalf of the Department of Energy ("DOE") and the contractors shall transfer the supported Program licenses acquired herein to DOE subject to the terms of this Master Agreement or a successor contractor provided the successor contractor agrees in writing to the terms of the Master Contract.
- D. Use of Program Licenses by Third Parties. Should the Ordering Entity elect to authorize third parties to use the Programs for the business operations of DOE, the Ordering Entity warrants that (1) it has the authority to bind its contractors to the terms of this Ordering Document; and (2) it shall be responsible for any breach of such terms by its contractors and/or third parties authorized by its contractors. All Program licenses ordered pursuant to this Master Contract are for use in the United States, unless otherwise specified.

III SERVICES

- A. Technical Support Policies. Product Support, Software Updates and Assisted Services are provided under Oracle's Technical Support Policies in effect at the time the services are provided; such policies are incorporated by reference in this Ordering Document. Technical Support Policies are subject to change and may contain additional terms; DOE should review the policies prior to entering into the Ordering Document for the applicable services. The current version of the Technical Support Policies may be accessed at <http://oracle.com/support/index.html?policies.html>.
- B. Invoicing of Service Fees. Service fees for Product Support, Software Updates and Assisted Services are invoiced annually in advanced.
- C. Terms Specific to Product Support and Software Updates. The terms set forth below are specific to Product Support and Software Updates:
 - 1. Product Support and Software Updates acquired hereunder commence upon the effective date of the relevant delivery order.
 - 2. If DOE elects to de-support a subset of licenses in a license set (as that term is defined in Oracle's Technical Support Policies), DOE may be required to terminate those licenses. Any election by DOE to de-support licenses (regardless of any requirement by Oracle to terminate such de-supported licenses) may result in the re-pricing of services fees (Product Support and Software Updates) for DOE's remaining licenses.
 - 3. Oracle reserves the right to de-support its Programs. DOE will be notified in advance when a Program is being de-supported. Such de-support notices, which are posted at Oracle's customer support web site, MetaLink (or Oracle's then current customer support web site), contain de-support dates, information about availability of Extended Assistance Support and Extended Maintenance Support and information about migration paths for certain features. The de-support notices are subject to change; Oracle will provide updated de-support notices on MetaLink (or Oracle's then current customer support web site) as necessary.

D. Terms Specific to Assisted Services. The terms set forth below are specific to Assisted Services included in CLIN 0001 and CLIN 0002.

1. Assisted Services are performed by Technical Support Engineers and shall be provided in increments of Business Days. Oracle will provide such Assisted Services remotely or at the DOE headquarter location in the United States: 19901 Germantown Road, Germantown, MD 20874.
2. All Assisted Services must be delivered within one (1) year of the effective ate of the relevant order on which CLIN 0001 and/or CLIN 0002 is acquired ("Service Term"); any unused Business Days at the end of the Service Term are forfeited.
3. Assisted Services must be scheduled at least one week in advance; the scheduling of Assisted Services is subject to availability of a Technical Support Engineer.
4. Assisted Services to be performed by Oracle may include any of the services set forth in Exhibit A of Addendum D.2; however, in no event shall such services include any data conversion or custom coding. In order to make a change to the Assisted Services scope of work set forth in Exhibit A of Addendum D.2, DOE shall submit a written request to Oracle specifying the proposed changes in detail. Oracle will submit to DOE an estimate of the service fees and the anticipated changes in the schedule that will result from the proposed change to the scope of work, if any. Oracle will continue performing the Assisted Services in accordance with this Ordering Document until the parties agree in writing on the change to the scope of work, scheduling, and fees therefore (the "Change Order"). Any Change Order shall be agreed to by the parties in writing prior to implementation.
5. The performance of any Assisted Services by Oracle is contingent upon DOE's performance of its obligations, which are set forth below:
 - a. Provide the Technical Support Engineer(s) adequate workspace, computer resources, and normal equipment and business supplies, at no charge to Oracle, for the duration of the Service Term (e.g. desks, PCs or terminals, telephones, modem lines, copiers, printers, facsimile machines, word processing, and spreadsheet software);
 - b. Acquire licenses for the necessary Oracle software prior to commencement of Assisted Services;
 - c. Inform the Technical Support Engineer(s) in a timely manner of any pending DOE scheduled upgrades (including application of Oracle patches) specific to the Programs, or any other modifications of the hardware and/or software environment that could affect performance;
 - d. Maintain and make payment to Oracle for Product Support and Software Updates for all licenses of Oracle software. If all Product Support or Software Updates for such licenses of Oracle software lapses or is terminated during the Service Term, any unused Business Days are forfeited. If only portion of the Program lincenes are supported and DOE's service fees have been re-priced per Oracle Technical Support Policy in effect at the time of the re-price, then the Assisted Services days then remaining will not be forfeited;
 - e. Provide remote access to DOE's computer systems as necessary for Oracle to perform the Assisted Services in accordance with DOE's security requirements;
 - f. Provide assistance, cooperation and information reasonably necessary for Oracle to perform the Assisted Services; and

- g. DOE agrees to allow Oracle to post, at any site at which Assisted Services are performed, any documents necessary for Oracle to provide Assisted Services in compliance with the law.
6. Subject to the payment of all fees due under CLIN 0001 and/or CLIN 0002 as appropriate, Oracle grants to DOE a perpetual, non-exclusive, non-assignable, royalty-free, license to use anything developed by Oracle in its performance of the Assisted Services delivered to DOE under this Ordering Document ("Contract Property"). Oracle shall retain all copyrights, patent rights, and other intellectual property rights to the Contract Property.
 7. The acquisition of Assisted Services by DOE under this Ordering Document does not grant any license for Programs nor expand or otherwise affect any license granted for Programs.
 8. The parties acknowledge that temporary living reimbursements to Oracle's Technical Support Engineers may be deemed compensatory under federal, state, and local tax laws if a Technical Support Engineer's assignment in a particular location will exceed or has exceeded one (1) year. Where reasonably possible, Oracle will plan with DOE to limit the duration of the Technical Support Engineer's assignment in a particular location to less than one (1) year. If DOE's requirements are such that it becomes necessary for a Technical Support Engineer's services in a particular location to continue for one (1) year or more and as a result, the reimbursement of such Technical Support Engineer's living expenses are deemed compensatory for tax purposes and costs shall be reimbursed under an other direct cost ("ODC") pool to be established under the Master Contract or relevant delivery order as appropriate.
 9. Neither party shall be liable for failure or delay in Oracle's performance of any Assisted Services or DOE's obligations under Section III D.5. above caused by an act of war or sabotage; act of God; electrical, internet or telecommunications outage that is not caused by the obligated party; government restrictions (including the denial or cancellation of any export or other necessary license); or other event outside the reasonable control of the obligated party. Both parties will use reasonable efforts to mitigate the effect of a force majeure event. If such an event continues for a period more than ninety (90) days, either party may terminate the Assisted Services immediately upon written notice. The occurrence of a force majeure event does not excuse Oracle's obligation to take reasonable steps to follow its normal disaster recovery procedures.
 10. If Oracle's cost of providing Assisted Services is increased because of DOE's failure to meet its obligations set forth in Section III D.5. above or because of any other circumstances outside of Oracle's control, DOE and Oracle may negotiate an adjustment for services rendered through the change order process.. Such increased costs may include time during which Oracle's Technical Support Engineer(s) are under utilized because of delay.
 11. DOE shall be invoiced separately for all actual, reasonable travel and out-of-pocket expenses incurred by Oracle while performing the 100 Business Days of Assisted Services; such expenses shall be in accordance with the Joint Travel Regulations in effect at the expense was incurred and costs shall be reimbursed under an other direct cost ("ODC") pool to be established under the Master Contract or relevant delivery order as appropriate.
- E. Terms Specific to Education Services. The terms set forth below are specific to Education Units included in CLIN 0002:
1. Oracle shall provide instructor-led training at an Oracle Education Center and/or at the DOE's location, as agreed to by Oracle and DOE. When classes are conducted at DOE's location, referred to as "on site," DOE must provide and maintain an appropriate training facility. An appropriate training facility consists of a classroom with a projection capability and screen, a whiteboard or flip chart, a computer workstation for the instructor, at least one computer workstation for every two students (except for "hands-on laboratories") and access to a server with the properly configured Oracle software and installed training exercises. Oracle will provide courseware and documentation.

2. Oracle shall conduct classroom training at the day/month/time agreed between Oracle and DOE.
3. With respect to cancellation and rescheduling of training services:
 - a. DOE will notify Oracle at least five (5) business days before the scheduled training date, if a student will be unable to attend a class conducted at an Oracle Education Center. Oracle will then permit DOE to either cancel the order or reschedule the training at no additional charge. In the event the training class is rescheduled, DOE will modify its original training order to specify the time and date of the rescheduled training class.
 - b. In the event DOE fails to cancel or reschedule an Oracle Education Center training course within the time frame specified in paragraph a, above, DOE will be liable for 50% of the course fee if the seat cannot be filled by another student. If cancellation or rescheduling notice occurs within three (3) business days of the class date, DOE will be liable for 100% of the course fee.
 - c. DOE will notify Oracle at least ten (10) business days before the scheduled training date, if an on-site class can no longer be hosted at a DOE location. Oracle will then permit DOE to either cancel the order or reschedule the training at no additional charge. In the event the training class is rescheduled, DOE will modify its original training order to specify the time and date of the rescheduled training class.
 - d. In the event DOE fails to cancel or reschedule an on-site class within ten (10) business days, DOE will be liable for 50% of the entire class fee.
 - e. DOE reserves the right to substitute one student for another student up to the first day of class.
 - f. In the event Oracle is unable to conduct classroom training on the date agreed to by Oracle and DOE, Oracle must notify DOE at least three (3) business days before the scheduled training date.
4. Oracle shall not be liable for any injury to the students, or damage to DOE property arising from Oracle-provided classroom training, unless such injury or damage is due to the fault or negligence of Oracle.
5. Oracle shall provide written materials (i.e., manuals, handbooks, texts, etc.) normally provided with course offerings. Documentation will become the property of the student upon completion of the training class. For hands-on laboratory, there is a one-to-one assignment of computer workstations to students. Oracle shall provide each student with a class Certificate at the completion of each training course.
6. The Education Units required for on-site training conducted at DOE location are the following levels:

<u>Class Size</u>	<u># of Education Units/Course]</u>
up to 18 students	10 units
19-21 students	11 units
22-24 students	12 units

In the event that DOE cannot provide the appropriate training facilities for on-site training, a classroom may be reserved at an Oracle Education Center for exclusive use by DOE for an additional three (3) Education Units. (This is in addition to the "Number of Education Units per Course Day" charged listed above.)

7. Instructor travel and living expenses are in addition to these fees per course day and shall be in accordance with the Federal Travel Regulations and costs shall be reimbursed under an other direct cost ("ODC") pool to be established under the Master Contract or relevant delivery order as appropriate
8. Education Units may be used as a medium of exchange for any of the products and services offered by Oracle Education, including the entire training course offering.
9. Education Units are valid for one (1) year from the date of purchase.
10. Current standard courses are available at the various Oracle Education Centers and are listed in Oracle's current U.S. Education Services Schedule and Catalog. Call the Education Services Hotline at 1-800-633-0575 for further information or at the Oracle Education Web Site <http://education.oracle.com>.

IV IDIQ AND ADDITIONAL OPERATING SYSTEMS

- A. Additional Licenses. For a period of five (5) years from the effective date of this Master Contract, the Ordering Entities may acquire the Programs specified in Exhibit B of Addendum D.2 by paying Oracle the appropriate license fee, provided (a) such Programs are available in production release when ordered; and (b) that DOE has continuously maintained Product Support and Software Updates for the Programs licensed on this the first delivery order (CLIN 0001). The Ordering Entity may also acquire the first year of Product Support and Software Updates for such Programs by paying Oracle the appropriate service fees. Any relevant purchase minimums or licensing rules will apply to orders placed under this Section IV A.
- B. Additional Operating System. If DOE has licenses which are currently supported and would like to add an additional operating system, DOE may do so by purchasing the appropriate CD Pack through the Oracle Store.

V GENERAL TERMS

A. Delivery, Right-to-Copy, Distribution and Installation.

1. If delivery is required, Oracle will deliver one (1) copy of the software media and one (1) set of Program Documentation (in the form generally available) for each Program listed as requiring delivery under the relevant delivery order that is currently available in production release as of the effective date of the relevant delivery order. Provided DOE continuously maintains Software Updates, additional CD Packs for the Programs provided under this Ordering Document may be ordered through the Oracle Store at the standard CD Pack price. DOE agrees to pay applicable media and shipping charges. The following shipping terms shall apply: FOB Destination, Prepaid, and Add.
2. If DOE loses or damages the media containing a Program licensed hereunder, upon DOE's written notice Oracle will provide a replacement copy thereof, under Oracle's then-current Technical Support policies, for a media and shipping charge. DOE agrees to pay applicable media and shipping charges. The following shipping terms shall apply: FOB Destination, Prepaid, and Add.
3. Additional Programs may be included on the CD Packs delivered with an order which may be used for trial purposes only. For up to 30 days from the Delivery Date, DOE may evaluate these Programs. Any use of these Programs after the 30 day trial period shall require DOE to purchase the applicable license(s). Programs licensed for trial purposes are provided "as is" and Oracle does not provide technical support or any warranties of any kind for these Programs.

4. The Programs may be copied and distributed (on media or electronically) within DOE and/or to DOE's Federal prime contractors and Federal m & o contractors provided the Programs are for DOE's licensed use hereunder.
5. DOE shall be responsible for installation of the software.

B. Fees and Taxes.

1. All fees are due N30 days from the invoice date and shall be non-cancellable and the sums paid nonrefundable, except as provided in the Master Contract.
2. Any fee due under this Master Contract does not include taxes; if Oracle is required to pay sales, use, property, value-added or other taxes based on the licenses or services granted under a delivery order or on DOE's use of Programs or services, then such taxes shall be billed to and paid by DOE. This Section shall not apply to taxes based on Oracle's income.

C. Segmentation. The Program licenses that may be acquired pursuant to this Master Contract are offered separately from any other proposal for consulting services DOE may receive or has received from Oracle and does not require DOE to purchase Oracle's consulting services.

D. Limitation of Liability. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, NOR ANY DAMAGES FOR LOSS OF PROFITS, REVENUE DATA, OR USE INCURRED BY EITHER PARTY OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR IN TORT, EVEN IF THE OTHER PARTY OR ANY OTHER PERSON HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. ORACLE'S LIABILITY FOR DAMAGES HEREUNDER SHALL IN NO EVENT EXCEED THE AMOUNT OF FEES PAID BY DOE UNDER THIS ORDERING DOCUMENT, AND IF SUCH DAMAGE RESULTS FROM THE USE OF THE PROGRAM OR SERVICES, SUCH LIABILITY SHALL BE LIMITED TO THE FEES PAID FOR THE RELEVANT PROGRAM OR SERVICES GIVING RISE TO THE LIABILITY PRORATED OVER A FIVE (5) YEAR TERM FROM THE DELIVERY DATE OF THE APPLICABLE LICENSE OR THE DATE OF THE PERFORMANCE OF THE APPLICABLE SERVICE. THE PROVISIONS OF THIS ORDERING DOCUMENT ALLOCATE THE RISKS BETWEEN DOE AND ORACLE. ORACLE'S PRICING REFLECTS THIS ALLOCATION OR RISK AND LIMITATION OF LIABILITY SPECIFIED HEREIN.

E. Export. DOE agrees to comply with all export laws and regulations (including "deemed export" and "deemed re-export" regulations) of the United States and any other relevant local export laws and regulations ("Export Laws") to assure that no data, information, program and/or deliverable (or direct product thereof) is (1) exported, directly or indirectly, in violation of Export Laws or (2) used for any purposes prohibited by the Export Laws, including, without limitation, nuclear, chemical or biological weapons proliferation or development of missile technology.

F. Year 2000 Warranty. Oracle warrants that each Program provided under this Ordering Document shall be able to accurately process date data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth (20th) and twenty-first (21st) centuries, including leap year calculations, when used in accordance with the Program Documentation provided by Oracle provided that all products used in combination with such Program properly exchange date data with it. The duration of this warranty and the remedies available to DOE for breach of warranty shall be defined in, and subject to, the terms and limitations of Oracle's standard commercial warranty or warranties contained in the Agreement provided that notwithstanding any provision to the contrary in such commercial warranty or warranties, the remedies available to DOE under this warranty shall include correction or replacement of the program whose noncompliance is discovered and made known to Oracle in writing ninety (90) days after acceptance. Nothing in this

warranty shall be construed to limit the rights or remedies DOE may otherwise have under this Ordering Document with respect to defects other than Year 2000 performance.

- G. Independent Contractor. Oracle and any Oracle personnel are independent contractor(s) and not employees, agents, joint venturers or partners of DOE. Nothing in this Ordering Document shall be interpreted as creating or establishing the relationship of employer and employee between DOE and either Oracle or any employee or agent of Oracle.
- H. Nondisclosure. By virtue of this Ordering Document, the parties may have access to information that is confidential to one another ("Confidential Information"). Confidential Information shall be limited to the Programs and all information clearly identified as confidential.

A party's Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on disclosure; or (d) is independently developed by the other party. DOE shall not disclose the results of any benchmark tests of the Programs to any third party without Oracle's prior written approval.

The parties agree to hold each other's Confidential Information in confidence during the term of the Master Contract and for a period of two years after termination of this Master Agreement. The parties agree, unless required by federal law or regulation, not to make each other's Confidential Information available in any form to any third party for any purpose other than the implementation of this Master Contract. Each party agrees to take all reasonable steps to ensure that Confidential Information is not disclosed or distributed by its employees or agents in violation of the terms of this Master Contract.

I. Acceptance.

1. For each Program for which delivery is required under this contract, DOE shall have a thirty (30) day Acceptance Period, beginning on the Delivery Date, in which to evaluate the Program. During the Acceptance Period, DOE may cancel the license by giving written notice to Oracle and returning the Program in accordance with Section V M. below. Unless such cancellation notice is given, the license will be deemed to have been accepted by DOE at the end of the Acceptance Period. No Acceptance Period shall apply for orders which do not require delivery. In those cases where no delivery is required, the Programs shall be deemed accepted upon the date of the delivery order. Delivery is not required for orders involving the purchase of additional license quantities or for orders involving renewal of Technical Support services only.
2. Notwithstanding any other terms or provisions of this Master Contract, if DOE finds the software to be unsatisfactory and the shortcoming which prompted such a finding are not completely remedied within thirty (30) calendar days after delivery (or a different period if mutually agreed to), it will not be accepted, and DOE shall have the right to return the software without any payment or further obligation to Oracle.

J. Guarantee

1. Warranties

a. Program Warranty

Oracle warrants for a period of one (1) year from the Delivery Date that each unmodified Program for which DOE has a Supported Program License will perform the functions described in the Program Documentation.

b. Media Warranty

Oracle warrants the tapes, diskettes or other media to be free of defects in materials and workmanship under normal use for one year from the Delivery Date.

c. Services Warranty

Oracle warrants that its technical support and on-site technical assistance services will be performed consistent with generally accepted industry standards. This warranty shall be valid for ninety (90) days from performance of service.

d. Disclaimers

THE WARRANTIES ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Oracle does not warrant that the Programs will meet the DOE's requirements, that the Programs will operate in the combinations which DOE may select for use, that the operation of the Programs will be uninterrupted or error-free, or that all Program errors will be corrected. Limited Production Programs, pre-production releases of Programs, and computer-based training products are distributed "as is."

2. Exclusive Remedies

For any breach of the warranties contained above, the DOE's exclusive remedy, and Oracle's entire liability, shall be:

a. For Programs

The correction of Program errors that cause breach of the warranty, or if Oracle is unable to make the Program operate as warranted, DOE shall be entitled to recover the fees paid to Oracle for the Program license.

b. For Media

The replacement of defective media returned within one year of the Delivery Date.

c. For Services

The re-performance of the services, or if Oracle is unable to perform the services as warranted, DOE shall be entitled to recover the fees paid to Oracle for the unsatisfactory services.

3. Warranty Exclusion and Limitation of Damages

Except as expressly set forth in writing in this agreement and except for the implied warranty of merchantability, there are no warranties expressed or implied. In no event will Oracle be liable to DOE for consequential damages as defined in the Uniform Commercial Code, Section 2-715 in effect in the District of Columbia as of January 1, 1973, i.e.:

Consequential damages resulting from Oracle's breach include (a) any loss resulting from general or particular requirements and needs of which Oracle at the time of contracting had reason to know and which could not reasonably be prevented by cover or otherwise; and (b) injury to person or property proximately resulting from any breach of warranty.

K. Utilization Limitation

Software acquisition is limited to commercial computer software defined to be:

1. **Commercial Computer Software** - Computer software which is used regularly for other than government purposes and is sold, licensed or leased in significant quantities to the general public at established catalog prices. All Oracle Programs and related documentation provided hereunder are provided to DOE with Restricted Rights as defined at FAR 52.227-14, including Alternate III (Jun 1987).

When acquired by DOE or on behalf of DOE, commercial computer software and related documentation shall be subject to the following:

- a. Title to and ownership of the software, documentation and training materials shall remain with Oracle Corporation.

- b. This software may be used by any agency (cabinet level or independent agency), division, branch, etc., thereof, that has access to the computer(s) the software is placed on, even if a subdivision did not participate in the acquisition of the software. This paragraph does not apply to time-sharing options.
- c. DOE shall not provide or otherwise make available the software, documentation training materials or any portion thereof, or benchmark results, in any form, to any third party without the prior written approval of Oracle. Third parties do not include prime contractors, subcontractors, and agents of DOE who have DOE's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of DOE to use software, documentation, or information therein which DOE may already have or obtains without restrictions.
- d. DOE shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of disaster recovery, DOE has the right to transfer the software to another site if the DOE site for which it is acquired is deemed to be unsafe for DOE personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.
- e. If Oracle, within sixty (60) days after a written request, fails to substantiate by clear and convincing evidence that computer software and documentation marked with the Restricted Rights Legend are commercial items and were developed at private expense, or if Oracle fails to refute evidence which is asserted by DOE as a basis that the software is in the public domain, DOE may cancel or ignore any restrictive markings on such computer software and documentation and may use them with unlimited rights. Such written requests shall be addressed to Oracle as identified in the Restricted Rights Legend.

No legend shall be marked on, nor shall any limitation or restriction on rights of use be asserted as to any data or computer software which Oracle has previously delivered to DOE without restriction. The limited or restricted rights provided for by this paragraph shall not impair the right of DOE to use similar or identical data or computer software acquired from other sources.

"Commercial Computer Software" may be marked with Oracle's standard commercial restricted rights legend but the schedule contract and schedule price list including this clause, "Utilization Limitations," are the only governing terms and conditions and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.

- f. DOE shall treat computer software bearing a copyright notice as an unpublished copyrighted work.

- 2. DOE agrees not to cause or permit the reverse engineering, disassembly, or decompilation of the computer software. However, DOE has the right to modify the software.

L. Patent and Copyright Indemnity

Oracle will defend DOE against a claim that licensed Program materials furnished and used within the scope of the license granted hereunder infringe a U.S. patent or copyright and Oracle will pay resulting costs, damages and attorney's fees awarded, subject to the limitation of liability set forth in the contract or order, provided that:

1. DOE notifies Oracle in writing of the claim as soon as practical; and
2. Oracle shall have been given such opportunity as is offered by applicable laws, rules, or regulations to participate in the defense thereof. DOE shall make every effort to permit Oracle to fully participate in the defense and/or in any settlement of such claim.

If such claim has occurred, or in Oracle's opinion is likely to occur, DOE agrees to permit Oracle, at its option and expense, either to procure for DOE the right to continue using the licensed Program materials or to replace or modify the same so that they become non-infringing. If neither of the foregoing alternatives is reasonably available, DOE agrees, on reasonable advance written notice from Oracle, to return or destroy the original and all copies of the licensed Program materials received from Oracle, subject to the DOE's right to require continued use of the Programs or optional materials pursuant to the provisions of 28 U.S.C. 1498. In the event of such continued use, DOE shall notify Oracle in writing of its election to continue to be licensed with respect to the licensed Programs or optional materials and agrees to undertake at DOE's expense the defense of any action against the DOE and to indemnify Oracle with respect to all costs, damages, and attorneys' fees attributed to such continued use after such notice is given to Oracle, it being understood that Oracle may participate at its expense in the defense of any such action if such claim is against Oracle.

Oracle shall have no obligation to defend DOE or to pay costs, damages, or attorney's fees for any claim based upon (1) use of other than a current unaltered release of the licensed Program if such infringement would have been avoided by the use of a current unaltered release of the licensed Program, or (2) the combination, operation, or use of any licensed Program materials furnished hereunder with non-Oracle programs or data if such infringement would have been avoided by the combination, operation or use of the licensed program materials with other Programs or data or (3) use of the licensed Program in other than the specified operating environment if such infringement would have been avoided by use in the specified operating environment.

The foregoing states the entire obligation of Oracle with respect to infringement of patents or copyrights.

M. Disposition of Software

DOE will erase, destroy, or otherwise render unusable the software and return all copies of documentation, within thirty (30) calendar days of discontinuance of a license. Prior to returning the software and documentation to Oracle any reason, DOE shall acquire a Return Material Authorization (RMA) Number from Oracle Customer Relations Department at (650) 506-1500.

N. Risk of Loss or Damage

DOE shall be relieved from all risks of loss or damage to the software Programs, unless such loss or damage is due to the DOE's fault or negligence or for other reasons for which the DOE is legally liable.

O. Liability for Injury or Damage

Oracle shall not be liable for any injury to DOE personnel or damage to DOE property arising from the use of software provided by Oracle, unless such injury or damage is due to the fault or negligence of Oracle.

P. Description and Equipment Compatibility

Oracle's Programs are available for use on many computer hardware/operating system combinations. Contact Oracle's Government Division for any questions related to product availability.

Q. Verification

At Oracle's written request, not more frequently than annually, DOE shall furnish Oracle with a signed certification (a) verifying that the Programs are being used pursuant to the provisions of this Master Contract, including any User and other limitations; and (b) listing the locations, types and serial numbers of the computers on which the Programs are run.

Subject to security regulations, Oracle may, at its expense, audit DOE's use of the Programs. Any such audit shall be conducted during regular business hours at the DOE's facilities and shall not interfere unreasonably with the DOE's business activities. If an audit reveals that DOE has underpaid fees to Oracle, DOE shall be invoiced for such underpaid fees based on the contract price in effect when the audit is completed; if the underpaid fees exceed five percent (5%) of the license fees paid, then DOE shall also pay Oracle's reasonable costs of conducting the audit. Audits shall be conducted no more than once annually.

Exhibit A

License Definition and Rules

1. Definitions of License Type:

- Adapter: is defined as each software code interface, installed on each Application Interconnect hub, which facilitates communication of information between third party software applications and Programs.
- Application User, Field Sales User, Financials User, Inventory/Shipping User, Marketing User, Manufacturing User, Telesales User: is defined as an individual authorized by Customer to use the applicable licensed application Programs which are installed on a single server or on multiple servers regardless of whether the individual is actively using the Programs at any given time.
- Application Read-Only User: is defined as an individual authorized by Customer to run only queries or reports against the following application Programs for which Customer has also acquired non-read only application user licenses: Financials, Purchasing, Project Costing, Sales Contracts, Service Contracts, Project Contracts, Discrete Manufacturing and Process Manufacturing.
- Compensated Individual: is defined as an individual whose compensation or compensation calculations are generated by the Programs. The term Compensated Individual includes, but is not limited to, Customer employees, contractors, retirees, and any other Person.
- Computer: is defined as the computer on which the Programs are installed. A Computer license allows Customer to use the licensed Program on a single specified computer.
- \$M Cost of Goods Sold: is defined as one million U.S. dollars in the total cost of inventory that a company has sold during their fiscal year. If Cost of Goods Sold is unknown to Customer then Cost of Goods Sold shall be equal to 75% of total company revenue.
- Electronic Order Line: is defined as the total number of distinct order lines entered electronically into the Oracle Order Management, Purchasing or iStore application from any source (not manually entered by licensed Order Management Users, Purchasing Users, or Professional Users) during a 12 month period. This includes order lines originating as external EDI/XML transactions and/or sourced from other Oracle and non-Oracle applications. Customer may not exceed the licensed number of order lines during any 12 month period.
- Employee: is defined as an active employee of Customer. *(note: The value of these applications is determined by the size of the active employee population and not the number of actual users. Therefore, all of Customer active employees must be included in Customer order when licensing these applications.)*
- Expense Report: is defined as the total number of expense reports processed by Internet Expenses during a 12 month period. Customer may not exceed the licensed number of expense reports during any 12-month period.
- Field Technician: is defined as an engineer, technician, representative, or other person who is dispatched by Customer, including the dispatchers, to the field using the Programs.

- **Invoice Line:** is defined as the total number of invoice line items processed by the Program during a 12 month period. Customer may not exceed the licensed number of Invoice Lines during any 12 month period unless Customer acquires additional Invoice Line licenses from Oracle.
- **Named User Plus:** is defined as an individual authorized by Customer to use the Programs which are installed on a single server or multiple servers, regardless of whether the individual is actively using the Programs at any given time. A non human operated device will be counted as a Named User Plus in addition to all individuals authorized to use the Programs, if such devices can access the Programs. If multiplexing hardware or software (e.g., a TP monitor or a web server product) is used, this number must be measured at the multiplexing front end. Automated batching of data from computer to computer is permitted. An individual authorized by Customer to use the Programs could be an employee of the Customer or a contractor to the Customer. Oracle makes no requirement on Customer as to (a) what combination of employees and contractors constitutes the humans users and (b) what combination of human users and non-human operated devices constitutes Customer's total actual users provided however that Customer is responsible for ensuring that the Named User Plus per Processor minimums are maintained for the Programs contained in the user minimum table in the Licensing Rules section; the minimums table provides for the minimum number of Named Users Plus required and all actual users must be licensed.
- **Order Line:** is defined as the total number of order entry line items processed by the Program during a 12 month period. Multiple order entry line items may be entered as part of an individual customer order or quote, and may also be automatically generated by the Oracle Configurator. Customer may not exceed the licensed number of Order Lines during any 12 month period unless Customer acquires additional Order Line licenses from Oracle.
- **Order Management User:** is defined as an individual authorized by Customer to use the applicable licensed application Programs which are installed on a single server or on multiple servers regardless of whether the individual is actively using the Programs at any given time. Order Management Users are allowed to manually enter orders directly into the Programs but any orders entered electronically from other sources must be licensed separately.
- **Person:** is defined as Customer's employee or contractor who is actively working on behalf of Customer's organization or a former employee who has one or more benefit plans managed by the system or continues to be paid through the system. For Time and Labor, a person is defined as an employee or contractor whose time or labor (piece work) or absences are managed by the system. For Project Resource Management, a person is defined as an individual who is scheduled on a project. The total number of licenses needed is to be based on the peak number of part-time and full-time people whose records are recorded in the system.
- **Processor:** shall be defined as all processors where the Programs are installed and/or running. Programs licensed on a Processor basis may be accessed by Customer's internal users (including agents and contractors) and by third party users. For the Healthcare Transaction Base program, only the processors on which Internet Application Server (Standard Edition and/or Enterprise Edition) and this Program are installed and/or running are counted for the purpose of determining the number of licenses required. For the iSupport, iStore and Configurator Programs, only the processors on which Internet Application Server (Standard Edition and/or Enterprise Edition) and the licensed Program are running are counted for the purpose of determining the number of licenses required for the licensed Program; under these licenses Customer may also install and/or run the licensed Program on the processors where a licensed Oracle Database (Standard Edition and/or Enterprise Edition) is installed and/or running.
- **Purchase Line:** is defined as the total number of purchase line items processed by the application during a 12 month period. Multiple purchase lines may be created on either a requisition or purchase order or may be automatically generated by other Oracle Application Programs. For iProcurement, Purchase Lines are counted as all line items on an approved requisition created in iProcurement. For Purchasing Intelligence, Purchase Lines are counted as the line items on purchase orders processed through this application. This does not include communication on the same purchase order. For each application, Customer may not exceed the licensed number of Purchase Lines during any 12 month period unless Customer acquires additional Purchase Line licenses

from Oracle. Customer may acquire a different number of Purchase Line licenses for each Program (the number of Purchase Lines for iProcurement could be a smaller number than for Purchasing Intelligence).

- **Purchasing User:** is defined as an individual authorized by Customer to use the applicable licensed application Programs which are installed on a single server or on multiple servers regardless of whether the individual is actively using the Programs at any given time. Purchasing Users are allowed to manually enter orders directly into the Programs but any orders entered electronically from other sources must be licensed separately components described in the product documentation.
- **Trainee:** is defined as an employee, contractor, student or other person who is being recorded by the program.
- **Workstation:** is defined as the client computer from which the Programs are being accessed, regardless of where the Program is installed.

2. Licensing Rules:

- Customer is responsible for ensuring that the following user minimums and maximum are maintained per Program that Customer licenses per Named User Plus:

<u>Program</u>	<u>Named User Minimum</u>
Oracle Database Enterprise Edition	25 Named User Plus licenses per Processor
Message Broker	10 Named User Plus licenses per Processor
Top Link	10 Named User Plus licenses per Processor
Internet Application Server Standard Edition	10 Named User Plus licenses per Processor
Internet Application Server Enterprise Edition	10 Named User Plus licenses per Processor

<u>Program</u>	<u>Named User Maximum</u>
Oracle Database Personal Edition	1 Named User Plus per database

- Customer is responsible for ensuring that the following restrictions are not violated:
 - Oracle Database Standard Edition may only be used on machines which have the ability to run a maximum of four (4) processors.
 - The number of option licenses to the Oracle Database Enterprise Edition (Real Application Clusters, Partitioning, OLAP, Data Mining, Spatial, Advanced Security and Label Security) must match the number of licenses of the associated database.
 - The number of option licenses to the Enterprise Manager (Diagnostic Pack, Tuning Pack, Change Management Pack and Management Pack for SAP R/3) must match the number of licenses of the associated database.
 - Application licensing prerequisites as specified in the Applications Licensing Table located at <http://oracle.com/corporate/pricing>.

- The number of option licenses to the Internet Application Server Enterprise Edition (Personalization and Wireless Option) must match the number of licenses of the associated Internet Application Server Enterprise Edition.
- Customer's license for the Oracle Database Enterprise Edition includes the right to run the database on an unlicensed spare computer for up to a total of ten (10) separate days in any given calendar year. Any use beyond the right granted in the previous sentence must be licensed separately.

3. Other Definitions Related to Program Licenses:

- Primary Usage: is defined as each licensed user of the following applications: Financials, Discrete Manufacturing, Process Manufacturing, Project Costing and Purchasing. Each such licensed user is counted only once based on primary usage. Customer must specify how many users Customer is licensing for each application. Primary Usage of one of the applications listed above provides the licensed user with the right to use any or all of the other application Programs listed above for which Customer is licensed. Primary Usage does not provide Customer with the right to use other application Programs including the extensions or options to the application Programs listed above.